

Proceedings
of the
County Board
of
McLean County,
Illinois

May 17, 2016

*Subject to approval at
June 21, 2016
County Board Meeting*



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May 17, 2016

The McLean County Board was called to order by Chair McIntyre on Tuesday May 17, 2016 at 9:00 am in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois. The Invocation was led by Member Owens followed by the Pledge of Allegiance and the Roll Call.

The Following Members answered to roll call:

Members, William Caisley, Don Cavallini, ChuckErikson, George Gordon, Victoria Harris, Randall Martin, Catherine Metsker, Scott Murphy, Benjamin Owens, Erik Rankin, Carlo Robustelli, Susan Schafer, Paul Segobiano, David Selzer, James Soeldner, George Wendt, Laurie Wollrab, Richard Buchanan and Chair John McIntyre.

The Following Member was absent:

Mark Johnson

Roll Call and Votes:

Roll call vote was called for requesting an ordinance to set salaries. The motion was approved 12-6.

The following Board Members voted yes to set salaries:

Chuck Erickson, George Gordon, Victoria Harris, Randall Martin, Catherine Metsker, Scott Murphy, Ben Owens, Erik Rankin, Carlo Robustelli, Susan Schafer, George Wendt, and Laurie Wollrab.

The following members voted no:

Don Cavallini, Paul Segobiano, David Selzer, James Soeldner, and Richard Buchanan.

Roll call was taken on a motion to resolution as amended. The motion was approved 13-5.

The following Board Members voted yes:

William Caisley, Chuck Erickson, George Gordon, Victoria Harris, Randall Martin, Catherine Metsker, Scott Murphy, Ben Owens, Erik Rankin, Carlo Robustelli, Susan Schafer, George Wendt, and Laurie Wollrab.

The following Board Members voted no:

Don Cavallini, Paul Segobiano, David Selzer, James Soeldner, and Richard Buchanan.

Roll call was taken on motion to the 2% proposed salary increases to 1.5%. The motion to amend was defeated. 6-12.

The following Members voted yes:

Chuck Erickson, Catherine Metsker, Ben Owens, Erik Rankin, Carlo Robustelli, and George Wendt.

The following Members voted no:

William Caisley, Don Cavallini, George Gordon, Victoria Harris, Randall Martin, Scott Murphy, Susan Schafer, Paul Segobiano, David Selzer, James Soeldner, and Richard Buchanan.

A roll call vote was then called on the original motion and on a vote of 14 yes and 4 no, the motion to approve passed.

The following Members voted yes:

William Caisley, Don Cavallini, George Gordon, Victoria Harris, Randall Martin, Scott Murphy, Ben Owens, Carlo Robustelli, Susan Schafer, Paul Segobiano, David Selzer, James Soeldner, Laurie Wollrab and Richard Buchanan.

The following Members voted no:

Chuck Erickson Catherine Metsker, Erik Rankin, and George Wendt.

Roll Call and Votes are included in the packet on next page.
(refer to audio on website)

Resolutions and Congratulations:

County Board Chair McIntyre called Board member William Caisley to the podium, who then called Mr. Jim Tusek to the podium where Mr. Tusek was presented a Resolution of Congratulations for receiving the Robert Bruce Award from the Public Defender's Association and for his work with McLean County Public Defender's Office for 22 years. Mr. Tusek made brief remarks, thanking the public and the County Board for the honor to serve.

Other Business and Communication:

Member Caisley asked Mr. Wasson if interns had been secured for the summer to assist with the 2017 budget. Mr. Wasson replied that yes, 3 interns were already in place for the summer to assist with the 2017 McLean County budget.

Mr. Wasson also indicated that meeting for the 2017 county budget would begin next week.

Executive Committee Discussion:

Chair McIntyre began by stating the word “Chairman” was used in a few instances in the Board Packet, where “Chair” should have been used, and this will be corrected.

Chair Soeldner brought two action items

7A1a Jim Soeldner/Victoria Harris moved and seconded requesting an ordinance setting salaries. Member Robustelli moved to Amend, Member Harris seconded. Following much discussion, the motion to Amend was passed by a vote of 12 to 6. (refer to audio) After much additional discussion, on a vote of 13 to 5, the motion passed to accept the original motion as amended.

This amended motion freezes future county board members’ salaries, with the pay rate remaining the same for 2019 and 2020. Salaries for 2017 and 2018 had been previously approved and are not affected as they apply to members currently serving on the County Board. (refer to audio)

7A1b Jim Soeldner/Wm. Caisley Motion to Request approval of an Ordinance of the McLean Co. Bd. establishing the annual salary of the Circuit Clerk, Coroner and Auditor. Before the vote, Member Owens offered an Amendment: Ben Owens/Susan Schafer. Member Schafer indicated she seconded this motion to provide the opportunity for discussion. After much discussion, Member Owens withdrew the Amendment motion, with Member Schafer in agreement. (refer to audio) Member Rankin moved to Amend the 2% proposed salary increases to 1.5% with a second by Member Robustelli. After much discussion, a roll call vote was called for on the Amendment to the original motion. On vote of 6 yes and 12 no, the motion to Amend was defeated. A roll call vote was then called on the original motion and on a vote of 14 yes and 4 no, the motion to approve passed.

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF JOHN M. ZEUNIK
AS A MEMBER OF THE McLEAN COUNTY BOARD OF HEALTH**

WHEREAS, due to the resignation of Laurie Wollrab as a member of the McLean County Board of Health, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill a vacancy by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of John M. Zeunik as a member of the McLean County Board of Health to complete the term of Ms. Laurie Wollrab to expire June 30, 2017 or until a successor shall have been qualified and appointed.

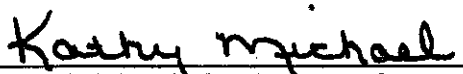
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to John M. Zeunik, and to the McLean County Health Department, the County Auditor, County Clerk and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 17th day of May, 2016.

APPROVED:


John D. McIntyre, Chair
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF CARLO ROBUSTELLI
AS A MEMBER OF THE McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL**

WHEREAS, due to a change in the Economic Development Council Bylaws and the expiration of term of Benjamin Owens as a member of the McLean County Economic Development Council, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Carlo Robustelli as a member of the McLean County Economic Development Council for a term of two years to expire on December 31, 2017 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Benjamin Owens, the Economic Development Council, as well as the County Auditor, the County Clerk and the County Administrator's Office.

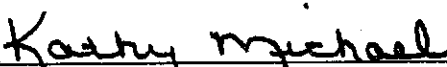
Adopted by the County Board of McLean County, Illinois, this 17th day of May, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

**A RESOLUTION FOR REAPPOINTMENT OF HERMAN BRANDAU
AS A MEMBER OF THE
ETHICS COMMISSION OF McLEAN COUNTY**

WHEREAS, due to the expiration of term of Herman Brandau as a member of the Ethics Commission of McLean County, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 5 ILCS 430/70-5 *et. seq.* and McLean County Officials and Employees Ethics Ordinance, effective May 4, 2008, has the responsibility to fill the appointment of a two-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Herman Brandau as a Member of the Ethics Commission of McLean County for a term of two years to expire on June 1, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Herman Brandau, as well as the State's Attorney, County Clerk, County Auditor and County Administrator.

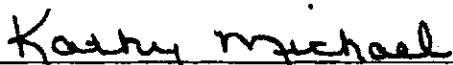
ADOPTED by the County Board of McLean County, Illinois, this 17th day of May, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JOSEPH R. STEPHENS
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW**

WHEREAS, due to the expiration of term of Joseph R. Stephens as a member of the McLean County Board of Review, it is advisable to consider an appointment or reappointment to this position; and,

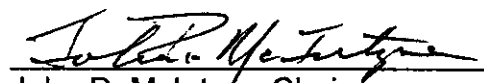
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Joseph R. Stephens as a member of the McLean County Board of Review for a term of two years to expire on June 1, 2018 or until a successor shall have been qualified and appointed.

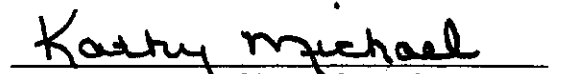
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Joseph R. Stephens, the Supervisor of Assessments, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 17th day of May, 2016.

APPROVED:


John D. McIntyre, Chair
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS

COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF ROLAND YEAST
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW**

WHEREAS, due to the expiration of term of Roland Yeast as a member of the McLean County Board of Review, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Roland Yeast as a member of the McLean County Board of Review for a two year term scheduled to expire on June 1, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this Resolution of Reappointment to Roland Yeast, the McLean County Supervisor of Assessments, the County Clerk, the County Auditor and the County Administrator's Office.

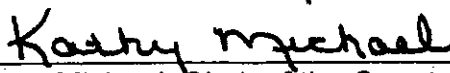
ADOPTED by the County Board of McLean County, Illinois, this 17th day of May 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois



HIGHWAY DEPARTMENT

Jerry Stokes, Acting County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: April 26, 2016

TO: Chairman Soeldner and Members of the McLean County Board
Transportation Committee

FROM: Jerry Stokes, ^{JWS} Acting County Engineer

April 26, 2016 Oil & Chip Letting for McLean County and Road Districts

Recommended Action:

The Highway Department recommends approval of the low bids for all of the oil and chip projects for McLean County and the Road Districts of McLean County.

Background:

The oil and chip work on the County Highways will be used for maintenance and pavement preservation.

The oil and chip work for the Road Districts is maintenance on their roadways. This work comprises the majority of the Motor Fuel Tax work performed by the Road District each year.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on May 03, 2016, for a letting held on April 26, 2016, for one (1) County and (2) Road District 2016 MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on May 03, 2016,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2016 MFT MAINTENANCE SECTIONS:

McLean County.....Sec 16-00000-00-GM.....GR 2

The successful bidder on the above section was:

Beniach Construction Company, Inc

307 S Main St, PO Box 20, Tuscola, IL 61953-0020\$587,111.05

Various RD – 2016 Seal Ct Comb – GR 1 (South of IL State Rte 9).... Sec 16-XX000-00-GM – GR 1

The successful bidder on the above section was:

Beniach Construction Company, Inc

307 S Main St, PO Box 20, Tuscola, IL 61953-0020\$964,160.85

Various RD – 2016 Seal Ct Comb – GR 2 (North of IL State Rte 9) ... Sec 16-XX000-00-GM – GR 2

The successful bidder on the above section was:

Beniach Construction Company, Inc

307 S Main St, PO Box 20, Tuscola, IL 61953-0020\$739,540.00




John D McIntyre, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on May 17, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17th day of May A.D., 2016.

[SEAL]



Kathy Michael, McLean County Clerk

McLean County
16-00000-00-GM-GR-2
ITEM

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL
On Road	Gal	72,000	\$3.20	\$230,400.00
On Road	Gal	66,000	\$2.65	\$174,900.00
Load & Spread	SqYd	44,603	\$0.30	\$13,380.90
Furn & Spread	Ton	4,500	\$32.50	\$146,250.00
				\$564,930.90

Benlach Bid Check	UNIT PRICE	TOTAL
	\$2.81	\$208,520.00
	\$2.52	\$166,320.00
	\$0.35	\$15,611.05
	\$43.48	\$195,660.00
		\$587,111.05
		3.93%

Rowe Construction Bid Check	UNIT PRICE	TOTAL
	\$3.51	\$252,720.00
	\$3.14	\$207,240.00
	\$0.22	\$9,812.66
	\$35.41	\$159,345.00
		\$629,117.66
		11.36%

Steffen's 3-D Bid Check	UNIT PRICE	TOTAL
	\$2.98	\$214,560.00
	\$2.88	\$196,680.00
	\$0.55	\$24,531.65
	\$45.00	\$202,500.00
		\$838,271.65
		12.98%

Various RD 2016 Seal Coat Comb GR-1 - Sec 16-XX000-00-GM - GR 1
South of IL State Rte 9

Allin RD
16-01000-00-GM - GR 1
ITEM

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL
On Road	Gal	17,000	\$3.00	\$51,000.00
Furn & Spread	Ton	700	\$30.70	\$21,490.00
				\$72,490.00

Benlach Bid Check	UNIT PRICE	TOTAL
	\$2.80	\$44,200.00
	\$33.00	\$23,100.00
		\$67,300.00

Rowe Construction Bid Check	UNIT PRICE	TOTAL
	\$2.89	\$49,130.00
	\$23.88	\$16,702.00
		\$65,832.00

Steffen's 3-D Bid Check	UNIT PRICE	TOTAL
	\$2.90	\$49,300.00
	\$32.00	\$22,400.00
		\$71,700.00

Arrowsmith RD
16-03000-00-GM - GR 1
ITEM

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL
On Road	Gal	13,000	\$3.00	\$39,000.00
Furn & Spread	Ton	470	\$38.50	\$18,095.00
				\$57,095.00

Benlach Bid Check	UNIT PRICE	TOTAL
	\$2.65	\$34,460.00
	\$48.00	\$22,580.00
		\$57,040.00

Rowe Construction Bid Check	UNIT PRICE	TOTAL
	\$3.01	\$39,130.00
	\$30.84	\$14,494.80
		\$53,624.80

Steffen's 3-D Bid Check	UNIT PRICE	TOTAL
	\$2.90	\$37,700.00
	\$42.00	\$19,740.00
		\$57,440.00

Bellflower RD
16-04000-00-GM - GR 1
ITEM

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL
On Road	Gal	28,000	\$2.55	\$71,400.00
Load & Spread	SqYd	63,729	\$0.30	\$19,118.70
				\$90,518.70

Benlach Bid Check	UNIT PRICE	TOTAL
	\$2.46	\$68,880.00
	\$0.30	\$19,118.70
		\$87,998.70

Rowe Construction Bid Check	UNIT PRICE	TOTAL
	\$2.90	\$81,200.00
	\$0.19	\$12,108.51
		\$93,308.51

Steffen's 3-D Bid Check	UNIT PRICE	TOTAL
	\$2.48	\$69,440.00
	\$0.22	\$14,020.38
		\$83,460.38

Bloomington RD
16-05000-00-GM - GR 1
ITEM

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL
On Road	Gal	42,000	\$2.65	\$111,300.00
Furn & Spread	Ton	1,475	\$32.00	\$47,200.00
				\$158,500.00

Benlach Bid Check	UNIT PRICE	TOTAL
	\$2.52	\$105,840.00
	\$39.00	\$57,525.00
		\$163,365.00

Rowe Construction Bid Check	UNIT PRICE	TOTAL
	\$3.65	\$153,720.00
	\$29.61	\$43,674.75
		\$197,394.75

Steffen's 3-D Bid Check	UNIT PRICE	TOTAL
	\$3.00	\$128,000.00
	\$45.00	\$66,375.00
		\$192,375.00

Cheney's Grove RD
16-08000-00-GM - GR 1
ITEM

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL
On Road	Gal	17,000	\$3.00	\$51,000.00
Load & Spread	SqYd	48,721	\$0.25	\$12,430.25
				\$63,430.25

Benlach Bid Check	UNIT PRICE	TOTAL
	\$2.65	\$45,050.00
	\$0.30	\$14,916.30
		\$59,966.30

Rowe Construction Bid Check	UNIT PRICE	TOTAL
	\$3.06	\$52,020.00
	\$0.20	\$9,944.20
		\$61,964.20

Steffen's 3-D Bid Check	UNIT PRICE	TOTAL
	\$2.90	\$49,300.00
	\$0.22	\$10,938.62
		\$60,238.62

Dawson RD
16-13000-00-GM - GR 1
ITEM

DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL
On Road	Gal	8,000	\$2.65	\$20,400.00
Furn & Spread	Ton	275	\$38.50	\$10,587.50
				\$30,987.50

Benlach Bid Check	UNIT PRICE	TOTAL
	\$2.46	\$19,680.00
	\$47.00	\$12,925.00
		\$32,605.00

Rowe Construction Bid Check	UNIT PRICE	TOTAL
	\$3.03	\$24,240.00
	\$31.89	\$8,769.75
		\$33,009.75

Steffen's 3-D Bid Check	UNIT PRICE	TOTAL
	\$2.55	\$20,400.00
	\$50.00	\$13,750.00
		\$34,150.00

Downs RD 16-14000-00-GM - GR 1	ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Bit Mat'l PG-46/28	On Road	Gal	20,000	\$3.00	\$60,000.00	\$2.60	\$52,000.00	\$2.99	\$59,800.00	\$2.90	\$58,000.00
	Cover Ct Agg CA-14	Furn & Spread	Ton	800	\$42.50	\$34,000.00	\$46.00	\$36,800.00	\$27.38	\$21,904.00	\$36.00	\$28,800.00
						\$84,000.00		\$88,800.00		\$81,704.00		\$86,800.00
Empire RD 16-16000-00-GM - GR 1	ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Bit Mat'l PG-46/28	On Road	Gal	23,000	\$2.95	\$67,850.00	\$2.60	\$59,800.00	\$3.01	\$69,230.00	\$2.90	\$66,700.00
	Cover Ct Agg CA-14	Furn & Spread	Ton	800	\$35.50	\$28,400.00	\$46.00	\$36,800.00	\$27.87	\$22,286.00	\$36.00	\$28,800.00
						\$96,250.00		\$96,600.00		\$91,526.00		\$95,500.00
Mount Hope RD 16-24000-00-GM - GR 1	ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Bit Mat'l PG-46/28	On Road	Gal	11,000	\$3.00	\$33,000.00	\$2.60	\$28,600.00	\$2.98	\$32,780.00	\$2.90	\$31,900.00
	Seal Ct Agg CA-15/16	Furn & Spread	Ton	450	\$30.70	\$13,815.00	\$38.00	\$17,550.00	\$24.02	\$10,808.00	\$32.00	\$14,400.00
						\$46,815.00		\$46,150.00		\$43,588.00		\$46,300.00
Old Town RD 16-26000-00-GM - GR 1	ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Bit Mat'l PG-46/28	On Road	Gal	10,000	\$3.00	\$30,000.00	\$2.60	\$26,000.00	\$3.00	\$30,000.00	\$3.25	\$32,500.00
	Cover Ct Agg CA-14	Furn & Spread	Ton	400	\$42.50	\$17,000.00	\$46.00	\$18,400.00	\$27.38	\$10,952.00	\$30.00	\$12,000.00
	Bit Mat'l CRS-2	On Road	Gal	15,500	\$2.60	\$40,300.00	\$2.46	\$38,130.00	\$3.72	\$57,660.00	\$3.00	\$46,500.00
	Seal Ct Agg CA-15/16	Furn & Spread	Ton	500	\$32.00	\$16,000.00	\$41.00	\$20,500.00	\$30.18	\$15,090.00	\$40.00	\$20,000.00
						\$103,300.00		\$103,030.00		\$113,702.00		\$119,000.00
Randolph RD 16-27000-00-GM - GR 1	ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Bit Mat'l PG-46/28	On Road	Gal	13,000	\$3.00	\$39,000.00	\$2.60	\$33,800.00	\$3.07	\$39,910.00	\$2.90	\$37,700.00
	Seal Ct Agg CA-15/16	Furn & Spread	Ton	500	\$30.70	\$15,350.00	\$38.00	\$19,000.00	\$23.10	\$11,550.00	\$30.00	\$15,000.00
						\$54,350.00		\$52,800.00		\$51,460.00		\$52,700.00
West RD 16-29000-00-GM - GR 1	ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Bse Prep	On Road	SqYd	8,473	\$1.00	\$8,473.00	\$1.45	\$13,735.85	\$1.55	\$14,883.15	\$0.75	\$7,104.75
	Bit Mat'l MC-30 Prime	On Road	Gal	4,000	\$3.50	\$14,000.00	\$4.00	\$16,000.00	\$3.57	\$14,280.00	\$3.00	\$12,000.00
	Bit Mat'l PG-46/28	On Road	Gal	18,000	\$3.00	\$54,000.00	\$2.60	\$46,800.00	\$2.93	\$52,740.00	\$2.90	\$52,200.00
	Cover Ct Agg CA-14	Furn & Spread	Ton	235	\$42.50	\$9,987.50	\$52.00	\$12,220.00	\$31.27	\$7,348.45	\$45.00	\$10,575.00
	Seal Ct Agg CA-15/16	Furn & Spread	Ton	430	\$30.70	\$13,201.00	\$46.00	\$19,780.00	\$28.62	\$12,308.60	\$38.00	\$16,340.00
						\$100,661.50		\$108,535.85		\$101,358.20		\$98,219.75
16-XX00-00-GM-GR 1 TOTAL						\$968,387.95	Bentlach Total		Rowe Total		Staffans' Total	
							\$964,160.85		\$988,473.21		\$987,883.75	
							-0.44%		2.07%		3.04%	

Various RD 2016 Seal Coat Comb GR-2 - Sec 16-XX000-00-GM - GR 2
North of IL State Rte 9

ENGINEERS										Benlach			Rowa Construction			Steffen's 3-D		
ESTIMATE						Bid Check			Bid Check			Bid Check						
DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL			
On Road	Gal	18,000	\$3.00	\$54,000.00		\$2.65	\$47,700.00	\$3.13	\$56,340.00	\$2.90	\$52,200.00	\$38.00	\$24,700.00					
Furn & Spread	Ton	650	\$30.70	\$19,955.00		\$45.00	\$28,250.00	\$34.25	\$22,262.50									
				\$73,955.00			\$76,950.00								\$76,900.00			
Dry Grove RD																		
16-15000-00-GM-GR 2						16-15000-00-GM-GR 2			16-15000-00-GM-GR 2			16-15000-00-GM-GR 2						
Bit Mat'l PG-52/28	Gal	38,000	\$3.00	\$117,000.00		\$2.60	\$101,400.00	\$3.06	\$119,340.00	\$2.90	\$113,100.00							
Seal Ct Agg CA-15/16	Ton	1,500	\$30.70	\$46,050.00		\$32.00	\$48,000.00	\$28.75	\$44,625.00	\$32.00	\$48,000.00							
				\$163,050.00			\$148,400.00								\$161,100.00			
Gridley RD																		
16-18000-00-GM-GR 2						16-18000-00-GM-GR 2			16-18000-00-GM-GR 2			16-18000-00-GM-GR 2						
Bit Mat'l's MC-30 P/m	Gal	550	\$4.00	\$2,200.00		\$4.00	\$2,200.00	\$5.24	\$2,862.00	\$6.00	\$3,300.00							
Bit Mat'l's PG 46-28	Gal	24,000	\$3.00	\$72,000.00		\$2.60	\$62,400.00	\$3.23	\$77,520.00	\$2.90	\$69,600.00							
Cover Ct Agg CA-14	Ton	40	\$50.00	\$2,000.00		\$43.00	\$1,720.00	\$38.88	\$1,555.20	\$58.00	\$2,320.00							
(Crushed Limestone Only)																		
Seal Ct Agg CA-15/16	Ton	825	\$30.70	\$25,327.50		\$39.00	\$32,175.00	\$33.16	\$27,357.00	\$33.00	\$27,225.00							
				\$101,527.50			\$88,495.00								\$102,445.00			
Hudson RD																		
16-19000-00-GM-GR 2						16-19000-00-GM-GR 2			16-19000-00-GM-GR 2			16-19000-00-GM-GR 2						
Bit Mat'l's MC-30 P/m	Gal	800	\$8.00	\$6,400.00		\$4.00	\$3,200.00	\$4.63	\$3,704.00	\$6.00	\$4,800.00							
Bit Mat'l's PG 46-28	Gal	2,500	\$5.50	\$13,750.00		\$3.00	\$7,500.00	\$3.82	\$9,560.00	\$5.50	\$13,750.00							
Cover Ct Agg CA-14	Ton	60	\$60.00	\$3,600.00		\$62.00	\$3,720.00	\$35.63	\$2,137.80	\$55.00	\$3,300.00							
Seal Ct Agg CA-15/16	Ton	45	\$50.00	\$2,250.00		\$60.00	\$2,700.00	\$30.36	\$1,366.20	\$55.00	\$2,475.00							
				\$26,000.00			\$17,120.00								\$24,325.00			
Lexington RD																		
16-21000-00-GM-GR 2						16-21000-00-GM-GR 2			16-21000-00-GM-GR 2			16-21000-00-GM-GR 2						
Bit Mat'l PG 46-28	Gal	27000	\$3.00	\$81,000.00		\$2.60	\$70,200.00	\$3.24	\$87,480.00	\$2.90	\$78,300.00							
Cover Ct Agg CA-14	Ton	900	\$35.00	\$31,500.00		\$52.00	\$46,800.00	\$35.77	\$32,193.00	\$38.00	\$34,200.00							
(Crushed Limestone Only)																		
Seal Ct Agg CA-15/16	Ton	180	\$50.00	\$9,500.00		\$49.00	\$8,820.00	\$31.72	\$5,650.00	\$36.00	\$6,480.00							
				\$122,000.00			\$126,310.00								\$119,340.00			
Martin RD																		
16-22000-00-GM-GR 2						16-22000-00-GM-GR 2			16-22000-00-GM-GR 2			16-22000-00-GM-GR 2						
Bit Mat'l's H/P	Gal	14,000	\$3.40	\$47,600.00		\$2.81	\$40,740.00	\$3.41	\$47,740.00	\$2.80	\$40,600.00							
Seal Ct Agg CA-15/16	Ton	550	\$30.70	\$16,885.00		\$51.00	\$28,050.00	\$33.84	\$18,612.00	\$38.00	\$20,900.00							
				\$64,485.00			\$68,790.00								\$61,500.00			
(Crushed Limestone Only)																		



HIGHWAY DEPARTMENT

Jerry Stokes, Acting County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: April 27, 2016

TO: Chairman Soeldner and Members of the McLean County Board
Transportation Committee

FROM: ^{JWS} Jerry Stokes, McLean County Assistant County Engineer

Section 05-00093-04-RP Shirley Overpass MFT and Matching Resolutions

Recommended Action:

The Highway Department recommends approval of the Section 05-00093-04-RP, Shirley Overpass MFT and Matching Resolutions to appropriate the funding for the resurfacing of the Shirley Overpass from Route 66 to 0.80 miles to the east.

Background:

The overpasses at Lexington and Towanda were reconstructed in 2007 and 2009, respectively. The Shirley overpass does not need a full reconstruction project, but improvements to the drainage and riding surface are needed to extend the life of the roadway.

This project will patch the distressed areas and underdrains will be installed to drain the median areas. The existing concrete surface will be milled and two inches of hot-mix asphalt will be placed. The estimated cost for the engineering and construction is \$600,000.



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code
Shirley Overpass (05-00093-04-RP) - MFT**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 34, beginning at a point near US Route 66 near the southeast corner
Of the NE ¼ of Section 35, T 23 N, R 1 E of the 3rd P.M.

and extending along said route(s) in a(n) easterly direction to a point near 1150 East Road near
The southeast corner of the NW ¼ of Section 36, T 23 N, R 1 E of the 3rd P.M.

, a distance of approximately 4,133 feet (.80 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be pavement patching, drainage improvements,
surface removal, hot-mix asphalt surface and other construction related items.

and shall be designated as Section 05-00093-04-RP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract
; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two Hundred Thousand
dollars, (\$200,000)

from the County's allotment of Motor Fuel Tax Funds for the construction and engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.



John D. McIntyre, Chairman – McLean County Board

I, Kathy Michael County Clerk in and for said County,
in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to
be a true, perfect and complete copy of a resolution adopted by the County Board of

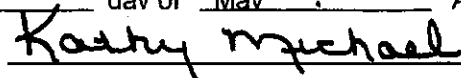
McLean County, at its Regular

meeting held at Bloomington, IL

on May 17, 2016
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of said County at my office in Bloomington
in said County, this 17th day of May, A.D. 2016

(SEAL)

 County Clerk

Approved

Agreement of Understanding

Regional Engineer

Department of Transportation

May 17, 2016

Date



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code
Shirley Overpass (05-00093-04-RP) - Matching**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 34, beginning at a point near US Route 66 near the southeast corner of the NE ¼ of Section 35, T 23 N, R 1 E of the 3rd P.M.
and extending along said route(s) in a(n) easterly direction to a point near 1150 East Road near the southeast corner of the NW ¼ of Section 36, T 23 N, R 1 E of the 3rd P.M.
, a distance of approximately 4,133 feet (.80 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be pavement patching, drainage improvements, surface removal, hot-mix asphalt surface and other construction related items.

and shall be designated as Section 05-00093-04-RP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract
; and
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Four Hundred Thousand
dollars, (\$400,000)
from the County Matching Fund for the construction and engineering of this improvement.



John D. McIntyre, Chairman – McLean County Board

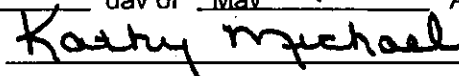
I, Kathy Michael County Clerk in and for said County,
in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular
meeting held at Bloomington, IL

on May 17, 2016
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of said County at my office in Bloomington
in said County, this 17th day of May A.D. 2016

(SEAL)

 County Clerk

<p>Approved</p> <p>_____ Agreement of Understanding Regional Engineer Department of Transportation</p> <p>_____ May 17, 2016 Date</p>
--

Dale Township

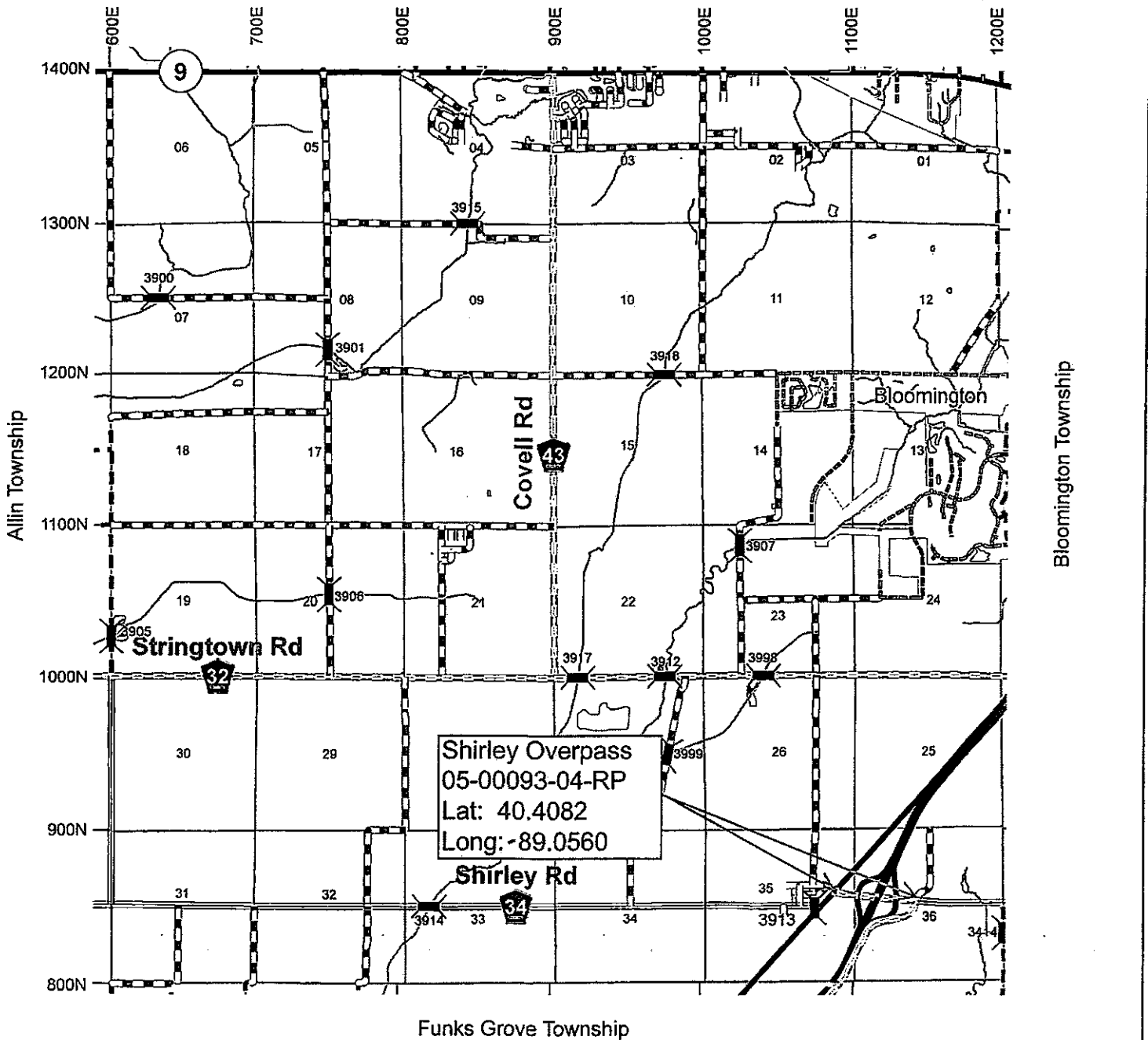
T23N R1E



0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile

Dry Grove Township



- | | | | |
|-----------------------|----------------------------|---------------------------|-------------------|
| Bridges | Dirt, Township | Town of Normal | corp limits final |
| Hotmix - Township | Hotmix - McLean County | Other Town of Village | |
| Oil & Chip - Township | Oil & Chip - McLean County | State | Sections |
| Gravel - Township | City of Bloomington | Private | Townships |
| | | Surrounding County | |
| | | Surrounding Township Road | |



HIGHWAY DEPARTMENT
Jerry Stokes, Acting County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: April 27, 2016

TO: Chairman Soeldner and Members of the McLean County Board
Transportation Committee

FROM: Jerry Stokes, Acting County Engineer

**Local Agency Agreement for Federal Participation for the Route 66 Bike Trail,
Section 14-00001-04-BT, Construction**

Recommended Action:

The Highway Department recommends approval of the Local Agency Agreement for Federal Participation for the Historic Route 66 Bike-Pedestrian Trail, Section 14-00001-04-BT starting in Shirley and going south 1.1 miles.


Background:

This is the Local Agency Agreement for Federal Participation for the Historic Route 66 Bike-Pedestrian Trail from Quinn Street in Shirley to 1.1 miles south. This agreement is with IDOT and sets forth funding terms for this project.

Also included is an Appropriation Resolution by the County for the local match for the project. The local match is funded by the Intergovernmental Agreement for Route 66 Bikeway Development and Maintenance which was approved in November 1999 and under which McLean County, City of Bloomington, Town of Normal, City of Lexington, City of Chenoa, and the villages of McLean and Towanda jointly fund projects.

The local match for this project is \$90,000 and McLean County's share will be \$22,410 (24.9%), which has been budgeted in the County Parks & Recreation Department.

This project is scheduled for a July 2016 IDOT letting with construction to be completed this fall.

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency McLean County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 14-00001-04-BT	Fund Type ITEP	ITEP, SRTS, or HSIP Number(s) 531001		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-339-14	TE-00D5(112)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Old Route 66 Route FAU 6383 & FAS 1448 Length 1.1 mi.

Termini Quinn Street in Shirley to 1.1 miles South

Current Jurisdiction County TIP Number C-15-04 Existing Structure No

Project Description

Construction of a 10 foot wide bikeway with bituminous concrete surface.

Division of Cost

Type of Work	ITEP	%	%	LPA	%	Total
Participating Construction	360,000	()	()	90,000	(BAL)	450,000
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials						
TOTAL	\$ 360,000	\$		\$ 90,000	\$	450,000

*80% ITEP funds NTE \$360,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B---_____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 - Location Map. Number 2 - LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

John D. McIntyre

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)

John D. McIntyre 5-17-16

(Signature)

Date

The above signature certifies the agency's TIN number is 376001569 conducting business as a Governmental Entity.

DUNS Number 176376739

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

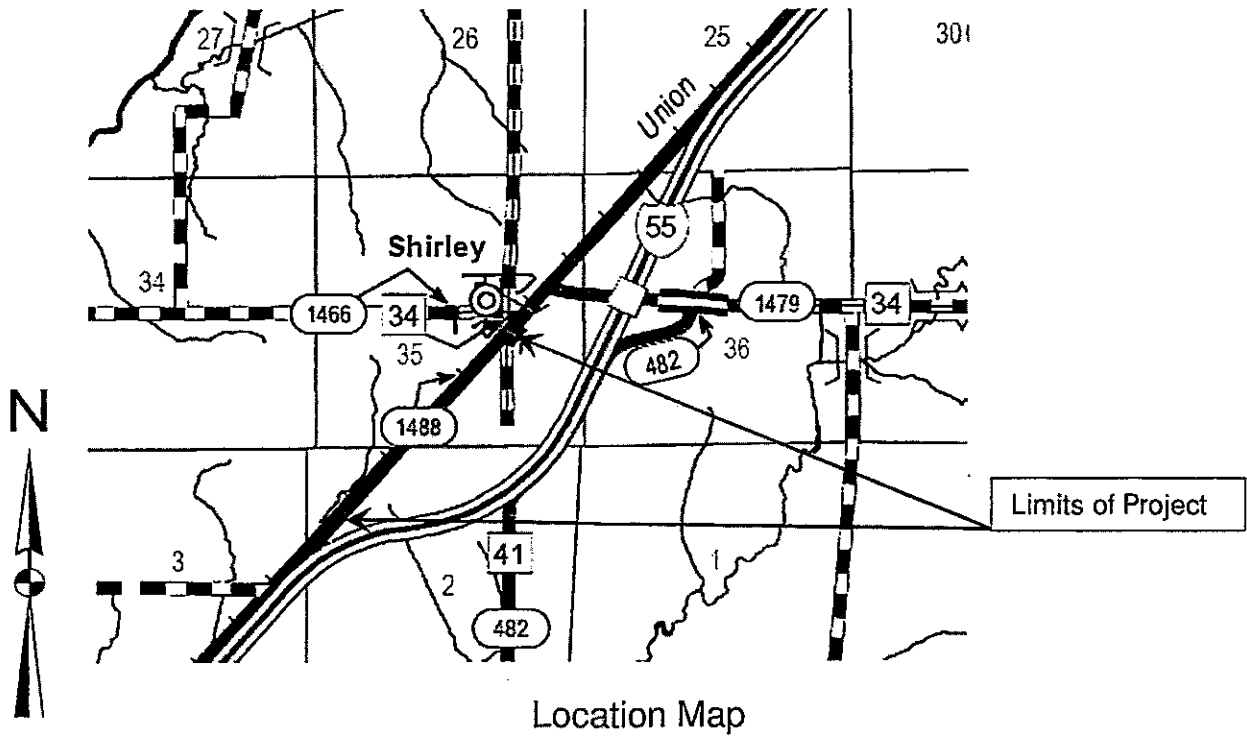
Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Addenda Number 1



**A RESOLUTION BY THE McLEAN COUNTY BOARD
TO APPROPRIATE FUNDS FOR THE CONSTRUCTION OF THE ROUTE 66 BIKE
TRAIL STARTING AT QUINN STREET IN SHIRLEY AND GOING SOUTH 1.1 MILES**

WHEREAS, McLean County entered into the "Intergovernmental Agreement for Route 66 Bikeway Development and Maintenance" in November of 1999, and

WHEREAS, McLean County is deemed under the agreement to serve as the official grant applicant, and

WHEREAS, McLean County has received ITEP funding in the amount of \$360,000 for the construction of the Route 66 Bike Trail from Quinn Street in Shirley to 1.1 miles south, and

WHEREAS, the costs attributable to all local units of government involved in the project is estimated to be \$90,000, and

WHEREAS, in accordance with the "Intergovernmental Agreement for Route 66 Bikeway Development and Maintenance" McLean County will be reimbursed the estimated following amounts for the construction of the project:

Village of Towanda	\$360.00	0.4%
Village of McLean	\$540.00	0.6%
City of Chenoa	\$1,080.00	1.2%
City of Lexington	\$1,170.00	1.3%
McLean County	\$22,410.00	24.9%
Town of Normal	\$27,450.00	30.5%
City of Bloomington	\$36,990.00	41.1%
Total	\$90,000.00	


WHEREAS, pursuant to direction from the federal Department of Transportation, the Illinois Department of Transportation now mandates that the lead agency in a project such as this appropriate funds in advance to be eligible to receive ITEP funding.

THEREFORE, be it hereby resolved that the McLean County Board hereby appropriates \$90,000.00 from available funds for the construction of the Route 66 Bike Trail from Shirley to 1.1 miles south.

APPROVED:


Chairman, McLean County Board
May 17, 2016

ATTEST:


Kathy Michael, Clerk of the County Board
McLean County, Illinois

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
MCLEAN COUNTY
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION

This Agreement is entered into by and between McLean County, a public body, corporate and politic of the State of Illinois with principal offices at 102 South Towanda-Barnes Road, Bloomington, Illinois, hereinafter "Local Highway Authority," and the Illinois Department of Transportation a public body, corporate and politic of the State of Illinois, with principal offices at Springfield, Illinois, hereinafter "Department."

WHEREAS, the General Assembly has found there is an urgent need for safe bikeways for the use of both children and adults for transportation, healthy exercise and recreation (605 ILCS 30/1 et seq.);

WHEREAS, the Local Highway Authority has a desire to provide for bikeways;

WHEREAS, the Department is willing to provide suitable access to Department highway right of way for the purpose of the Local Highway Authority's construction and maintenance of bikeways upon the Department's highway right of way;

WHEREAS, the Intergovernmental Cooperation Act and the Constitution of the State of Illinois permits the State of Illinois and governmental agencies to cooperate together in the performance of their responsibilities by contracts and other agreements (5 ILCS 220/1 et seq.);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the above named parties do hereby enter into this Agreement as follows:

1. LOCAL HIGHWAY AUTHORITY RESPONSIBILITIES

The Local Highway Authority will construct and maintain bikeway(s) on the Department's right of way, more fully described in the attached Exhibit A, and as approved by the Department. The Local Highway Authority shall submit all plans to the Department and must seek and receive the appropriate approval from the Department for all aspects of the proposed bikeway(s). The Local Highway Authority shall be responsible for all costs associated with the bikeway including but not limited to associated drainage work, engineering, construction, insurance and maintenance of the bikeway.

To ensure the safety of the motoring public the Local Highway Authority shall maintain the existing access of the adjoining properties to all state and local roads.

The Local Highway Authority shall maintain, inspect and replace, if necessary, any bridges, pavement, or structures located on the right of way. The Local Highway Authority shall submit all plans to the Department and must seek and receive the appropriate approval from the Department for the maintenance and replacement of any structures and/or bridges.

2. DEPARTMENT RESPONSIBILITIES

The Department will cooperate with the Local Highway Authority in the identification of appropriate right of way for the use of bikeways. The Department will assist the Local Highway Authority with application and approval of the proposed bikeway(s).

3. COMPENSATION

Neither the Department nor the Local Highway Authority will receive any compensation from the other for the access to the Department's highway right of way.

4. INSURANCE

Both parties to this Agreement are self-insured as it regards liabilities that may arise out of the performance of this Agreement. If the Local Highway Authority is no longer self insured the Local Highway Authority shall notify the Department and shall maintain minimum insurance of \$2,000,000.00.

During the construction and maintenance of the bikeway the Local Highway Authority its contractors and subcontractors shall obtain and keep in force all required insurance coverages as provided by insurance companies acceptable to the Department as required by the Standard Specifications for Road and Bridge Construction Article 107.27(as amended).

5. INDEMNIFICATION

The Local Highway Authority agrees to hold harmless and indemnify the Department and its officials, employees, assign, agents, contractors, subcontractors and volunteers, from any and all losses, expenses, damages (including loss of use), suits, demands and claims of any kind, known or unknown, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the bikeway's presence on the Department's right of way, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Department and its officials, employees and agents in connection therewith.

The Local Highway Authority agrees to hold harmless the Department, its employees, assigns, agents, contractors, and subcontractors from any claims, losses, damages, and injuries caused by the maintenance of or improvements to the Department's highway facilities located on or adjacent to the Local Highway Authority's bikeway, except for willful neglect or failure to restore in accordance with Section 9.M. of this agreement..

6. TERM

This Agreement shall become effective on execution by the parties.

7. TERMINATION

- A. Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements. Notice to the other party of breach must be in writing. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.

- B. The Local Highway Authority shall at its expense remove all improvements and structures to the Department's right of way within thirty days (30) of the date of termination of this Agreement.
- C. Should the Department determine that any portion of the highway right of way is required for highway operating purposes the Local Highway Authority shall vacate that portion of the right of way within thirty (30) of receipt of notice to vacate.

8. NOTICES

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the Department at: Illinois Department of Transportation, Deputy Director of Highways, Kensil A. Garnett, 13473 IL Hwy 133 W, P O Box 601, Paris, Illinois 61944 and to 102 South Towanda-Barnes Road, Bloomington, Illinois 61705 or to such other address or addresses as wither party may from time to time designate to the other by written notice.

9. General Provisions

- A. The Local Highway Authority agrees to comply with all applicable federal and State nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. The Local Highway Authority and the Department shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, handicap, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.
- B. The Local Highway Authority agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority.
- C. Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other.
- D. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- E. Information provided by either party to the other shall be treated as confidential, to the extent permitted by law.
- F. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- G. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by the Local Highway Authority under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the Local Highway Authority.

- H. In the event of any litigation arising in connection with this Agreement, the Local Highway Authority and the Department agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- I. This Agreement may not be assigned by either party without the prior written consent of the other party.
- J. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Department or the Local Highway Authority unless reduced to writing and duly executed by both parties. Further, this agreement supersedes any permits or any other agreements relating to bikeways on this right of way.
- K. The Local Highway Authority accepts the Department's right of way "as is". The Department makes no warranties as to the condition and suitability of the right of way.
- L. The Local Highway Authority shall not enter into any leases, utility agreements, or issue any permits or otherwise allow the installation or construction of utilities upon or under the right of way without the express written permission of the Department.
- M. The Department reserves the right to enter upon, view, inspect, and interrupt the bikeways activities within, the Local Highway Authority's bikeways area for the purposes of making highway improvements and highway maintenance. The Department shall give the Local Highway Authority one (1) days notice of the Department's intent to enter upon the area except when necessary in cases of an emergency. Upon completion of any work in the Local Highway Authority's area the Department, at its expense, shall be responsible for restoring the area to a condition similar to or equal to that existing before the commencement of the work.
- N. This Agreement shall provide the Local Highway Authority with a permitted use for the Local Highway Authority to operate a bikeway over the Department's right of way and shall not act as a transfer of the Department's interest in the right of way.

Approval and Effective Date

This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

Local Highway Authority:

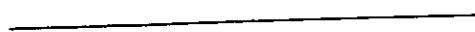
By:



County Board Chairman

Illinois Department of Transportation:

By:




Kensil A. Garnett
Region Three Engineer

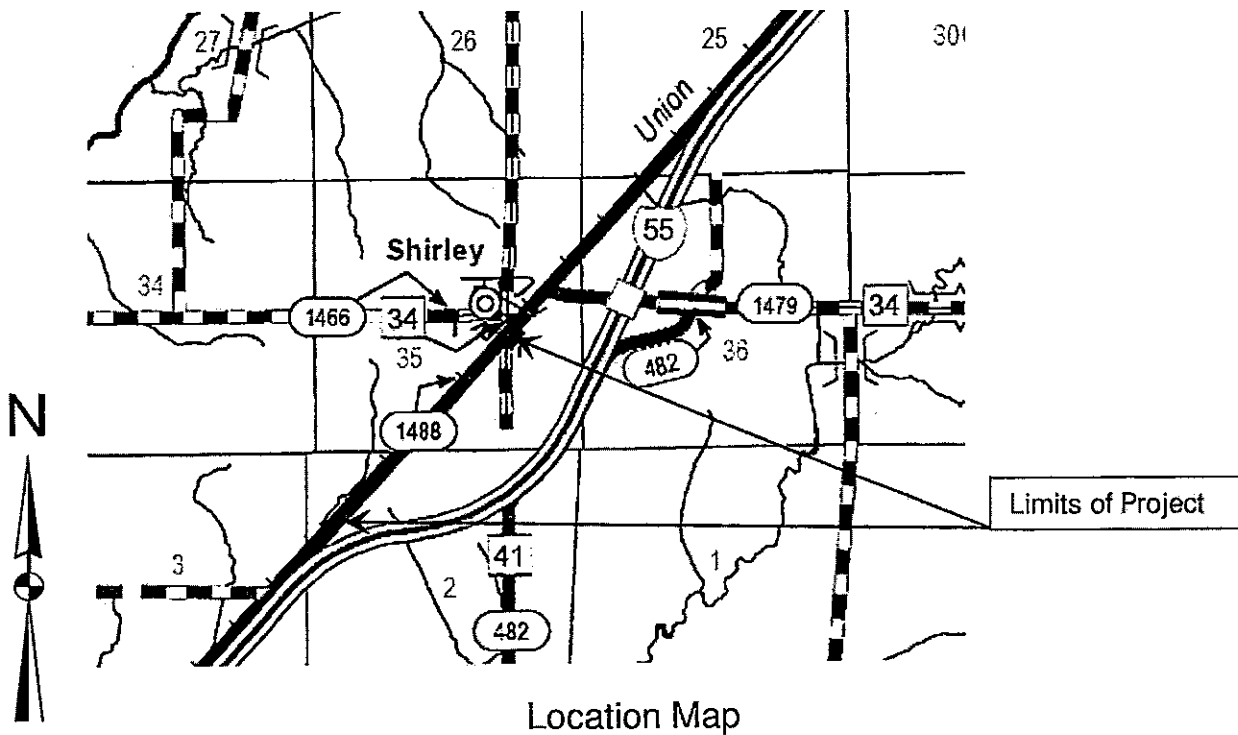
Date:

May 17, 2014

Date:



Addenda Number 1



Location Map

HIGHWAY DEPARTMENT

Jerry Stokes, Acting County Engineer
102 S Towanda Barnes Road, Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038

DATE: April 26, 2016

TO: Chairman Soeldner and Members of the McLean County Board
Transportation Committee

FROM: Jerry Stokes, ^{JWS} Acting County Engineer

**Historic Route 66 Bike Trail Illinois Transportation Enhancement Program (ITEP)
Grant Applications**

Recommended Action:

The Highway Department recommends approval of the Route 66 Bike Trail ITEP applications.

Background:

On March 15, 2016, the Illinois Department of Transportation announced the solicitation of projects for the 2016 Illinois Transportation Enhancement Program (ITEP). In accordance with the Intergovernmental Agreement for Route 66 Bikeway Development and Maintenance from November 1999, McLean County will apply for funding for two sections of the Historic Route 66 Bike Trail.

The first project is for the Phase II design engineering from one mile south of Shirley to Funk's Grove. This project would be approximately 3.25 miles in length and would be a continuation of the trail that is planned to be constructed this September. The estimated cost of the project for the design is \$200,000. The funding is 80% Federal and 20% local match. The local match shared by the entities of the intergovernmental agreement would be \$40,000, of which McLean County's share of 24.9% would \$9,960.

The second project is for the Phase I and Phase II engineering from 2.5 miles north of Towanda to 1.5 miles south of Lexington. This project would include the environmental work and design engineering for approximately 4 miles of trail. This project would be a continuation of the trail that is planned to be constructed this summer and connect to the trail completed by the Village of Lexington. The estimated cost of the project for the design is \$480,000. The funding is 80% Federal and 20% local match. The local match shared by the entities of the intergovernmental agreement would be \$96,000, of which McLean County's share of 24.9% would \$23,904.

The application deadline is June 17, 2016.

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County		This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Department of Transportation		Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State, <input type="checkbox"/> Other	Grant Date: Start:
Grant Title: Illinois Transportation Enhancement Program			End:
Grant Amount: \$160,000		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match :\$ 40,000 (\$ 9,960 - County) Overmatch: \$ NA		Expected Initial Receipt Date:	
Grant Total Amount: \$200,000		Source of Matching Funds (if applicable): NA	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>0</td> </tr> <tr> <td>Personnel Cost</td> <td>\$0</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$0</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$0</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$0</td> </tr> <tr> <td>Equipment</td> <td>\$ 200,000</td> </tr> <tr> <td>Other</td> <td>\$0</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$ 200,000</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	0	Personnel Cost	\$0	Fringe Benefit Cost	\$0	Total Personnel Cost	\$0	Additional Expenses		Subcontractors	\$0	Equipment	\$ 200,000	Other	\$0	Total Additional Expenses	\$	GRANT TOTAL	\$ 200,000	Description of equipment to be purchased: None Description of subcontracting costs: None Other requirements or obligations: None	
Grant Expense Chart																											
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Total Additional Expenses	\$																										
GRANT TOTAL	\$ 200,000																										

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

5/2/2016
Date


Grant Administrator/Coordinator Signature (if different)

May 17, 2016
Date

OVERSIGHT COMMITTEE APPROVAL

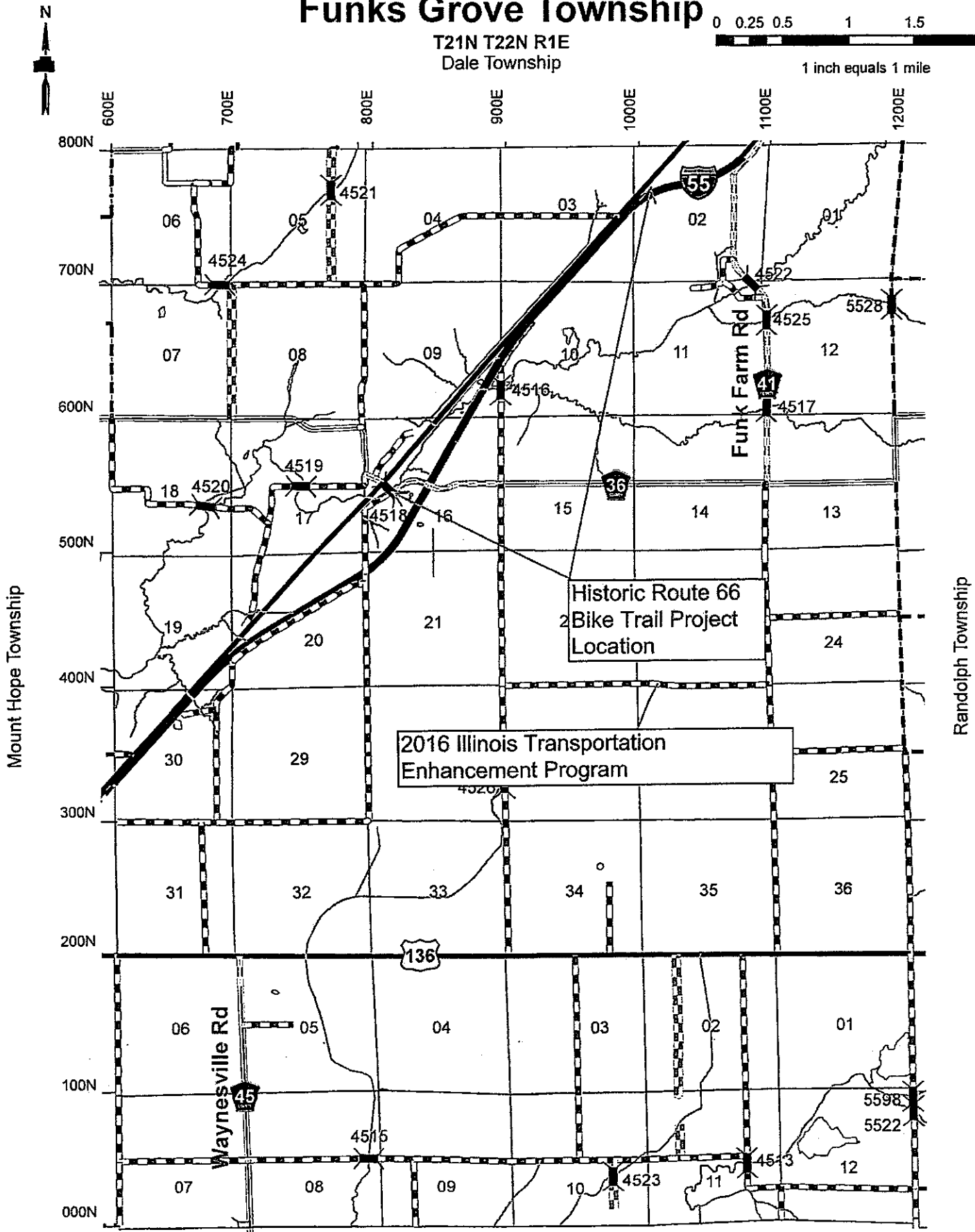
Chairman	Date
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Funks Grove Township

T21N T22N R1E
Dale Township

0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile



Bridges	Road Surface Type, Maintained By	Dirt, Township	Town of Normal	Lakes	Townships
Streams	Hotmix - Township	Hotmix - McLean County	Other Town of Village	corp limits final	
RoadCenterline	Oil & Chip - Township	Oil & Chip - McLean County	State	Sections	
	Gravel - Township	City of Bloomington	Private		
		Surrounding County	Surrounding Township Roads		

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County		This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Department of Transportation		Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State, <input type="checkbox"/> Other	Grant Date: Start: End:
Grant Title: Illinois Transportation Enhancement Program			
Grant Amount: \$304,000		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date:	
Match Amount (if applicable): Required Match :\$ 76,000 (\$ 18,924 - County) Overmatch: \$ NA			
Grant Total Amount: \$ 380,000		Source of Matching Funds (if applicable): NA	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
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Subcontractors	\$0																										
Equipment	\$ 380,000																										
Other	\$0																										
Total Additional Expenses	\$																										
GRANT TOTAL	\$ 380,000																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

5/2/2016
Date


Grant Administrator/Coordinator Signature (if different)

May 12, 2016
Date

OVERSIGHT COMMITTEE APPROVAL

Chairman

Date



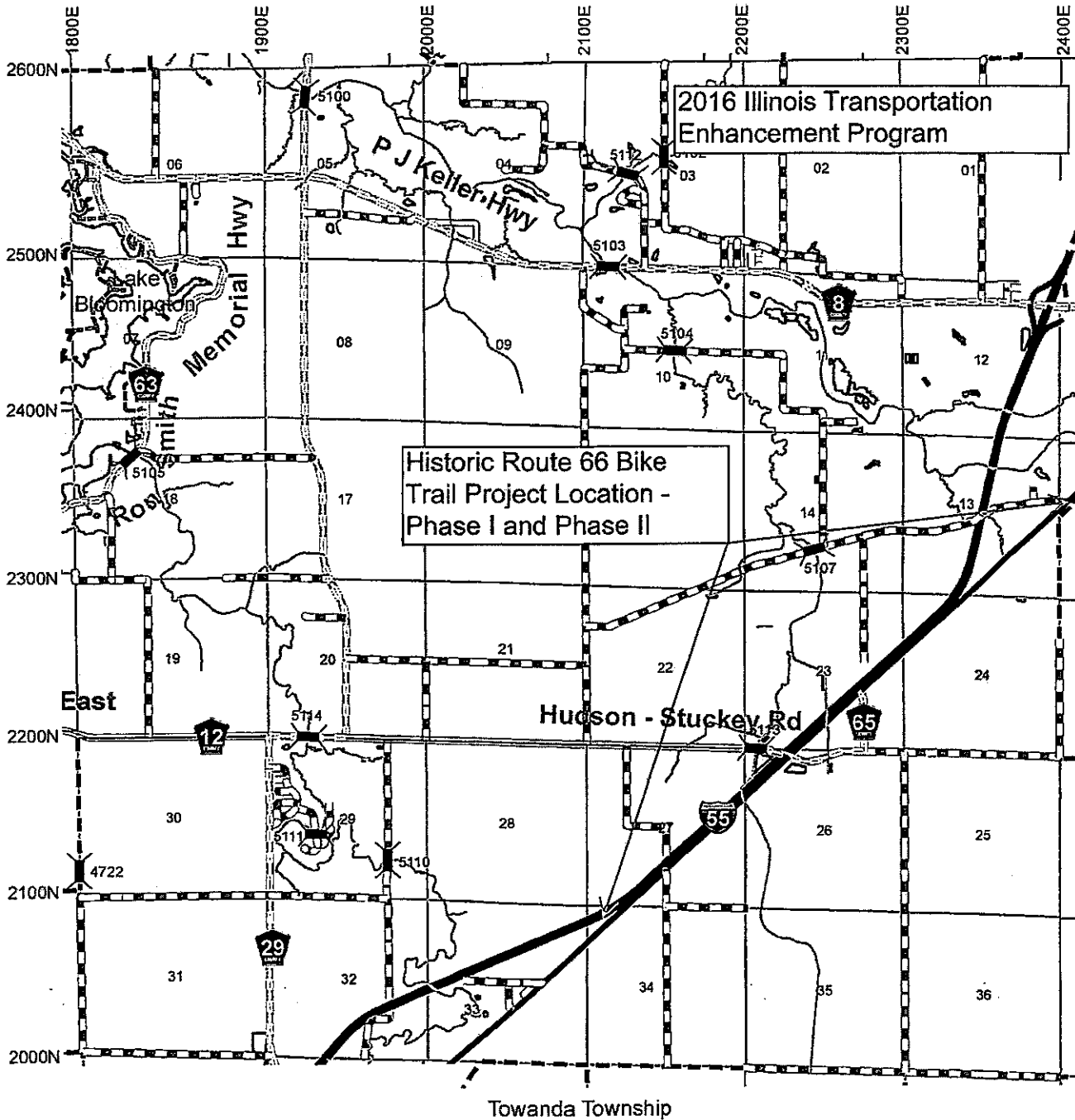
Money Creek Township

T25N R3E

0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile

Gridley Township



- | | | | |
|-----------------------|----------------------------|---------------------------|-------------------|
| Bridges | Dirt, Township | Town of Normal | corp limits final |
| Hotmix - Township | Hotmix - McLean County | Other Town of Village | Sections |
| Oil & Chip - Township | Oil & Chip - McLean County | State | Townships |
| Gravel - Township | City of Bloomington | Private | |
| | | Surrounding County | |
| | | Surrounding Township Road | |

DATE: April 27, 2016

TO: Chairman Soeldner and Members of the McLean County Board
Transportation Committee

FROM: Jerry Stokes, Acting County Engineer

**Section 14-00161-03-BR
Gridley Road (C.H. 29)**

Fifer Bridge Repair Resolution

Recommended Action:

The Highway Department recommends approval of the Fifer Bridge Repair Resolution to appropriate the funding for the construction of various repairs to the Fifer Bridge.

Background:

This project is located on the Gridley Road over the Mackinaw River approximately ½ mile north of PJ Keller Highway. This work will include repairs on the bearings, rollers structural steel, expansion joints and other related items. This project will extend the life of the existing structure and protect the structural steel.

Cost:

This project will be funded 100% by the McLean County Bridge Fund. Construction is scheduled for 2016. The construction cost for this project is estimated at \$325,000.



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code
Fifer Bridge Repair (14-00161-03-BR) Bridge**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:
County Highway(s) 29, beginning at a point near 550 feet north of the Southwest corner of the NE ¼ of the NW ¼ of Section 5, T 25 N, R 2 E of the 3rd P.M.
and extending along said route(s) in a(n) northerly direction to a point near 900 feet north of the southwest corner of the NE ¼ of the NW ¼ of Section 5, T 25 N, R 2 E of the 3rd P.M.
, a distance of approximately 350 feet; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be various repairs of the bearings, rollers structural steel, expansion joints and other related items

and shall be designated as Section 14-00161-03-BR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract
; and
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Thousand
dollars, (\$325,000)
from the County Bridge Fund for the construction of this improvement.

John D. McIntyre, Chairman – McLean County Board

I, Kathy Michael County Clerk in and for said County,
in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of
McLean County, at its Regular
meeting held at Bloomington, IL
on May 17, 2016
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of said County at my office in Bloomington
in said County. this 17th day of May A.D. 2016
(SEAL) _____ County Clerk

<p align="center">Approved</p> <p align="center">_____ Agreement of Understanding Regional Engineer Department of Transportation</p> <p align="center">_____ May 17, 2016 Date</p>

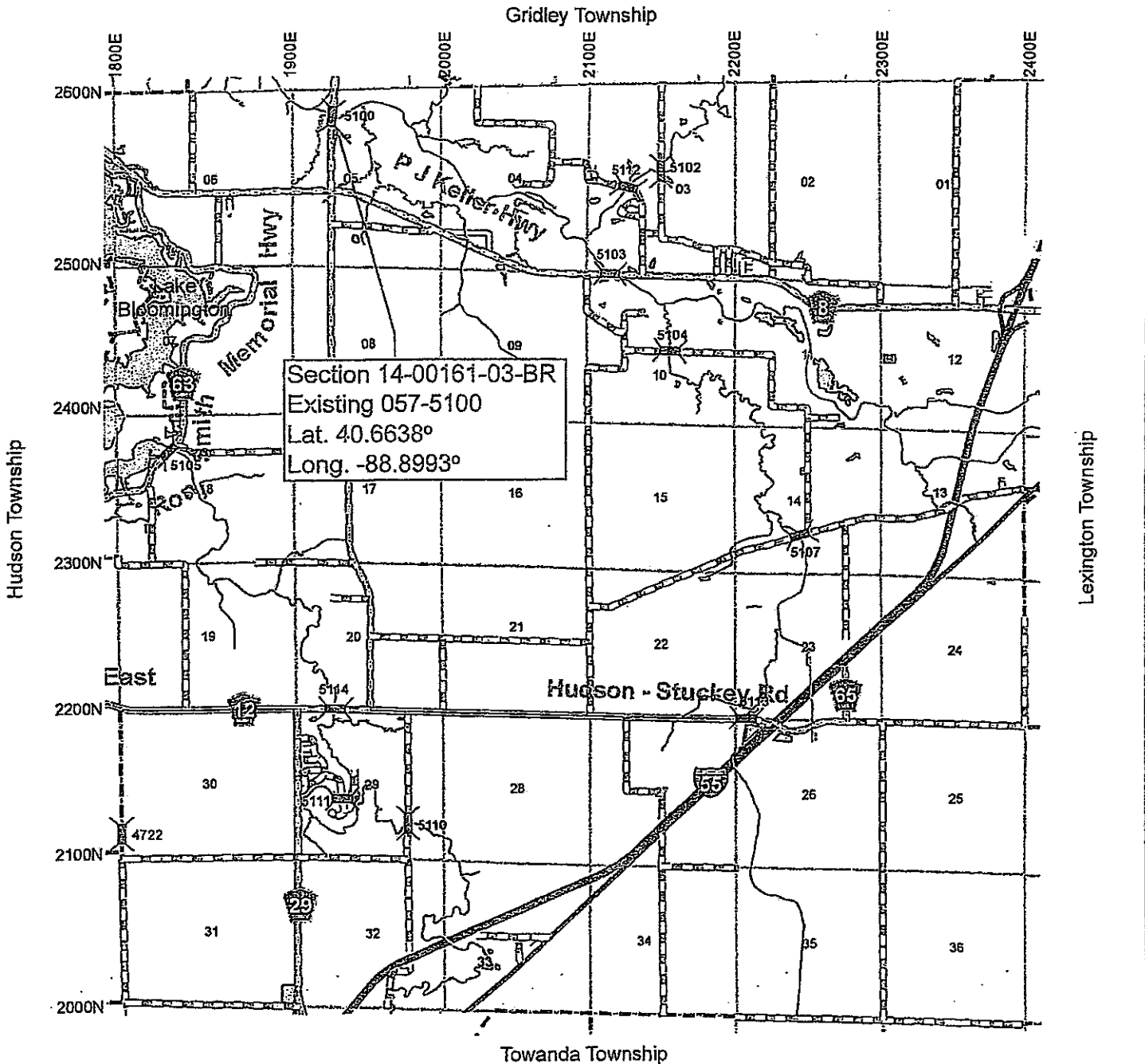
Money Creek Township

T25N R3E



0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile



Bridges	Dirt, Township	Town of Normal	corp limits final
Hotmix - Township	Hotmix - McLean County	Other Town of Village	Sections
Oil & Chip - Township	Oil & Chip - McLean County	State	Townships
Gravel - Township	City of Bloomington	Private	
		Surrounding County	
		Surrounding Township Road	

ORDINANCE OF APPROVAL
OF FRONT SETBACK VACATION PLAT

Front Setback Vacation Plat of Lots 4 and 5 in the Indian Springs Subdivision
First Addition, File S-16-05

WHEREAS, David Feese has requested to vacate the north 46 feet of the south 86 feet of the front setback area of Lot 5 together with the north 30 feet of the south 70 feet of the west 30 feet of the front setback area of Lot 4 in Indian Springs Subdivision, file number S-16-05, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, a public hearing on said front setback vacation plat was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

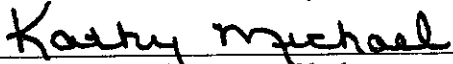
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

BE IT ORDAINED that the said vacation plat to vacate the north 46 feet of the south 86 feet of the front setback area of Lot 5 together with the north 30 feet of the south 70 feet of the west 30 feet of the front setback area of Lot 4 in Indian Springs Subdivision is hereby approved.

Adopted by the County Board of McLean County, Illinois this 17th day of May, 2016

ATTEST:

APPROVED:


Kathy Michael, County Clerk
McLean County, Illinois


John McIntyre, Chair
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-16-05

1. REFERENCE:

- a. Meeting date: May 5, 2016
- b. Subdivider's name: David Feese
- c. Subdivision name: Lots 4 and 5 in the Indian Springs Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: 37344 Comanche Drive, Saybrook, IL 61770.
- b. Township: Cheneys Grove Township.
- c. Parcel numbers: 25-19-278-005 & 006.
- d. Existing zoning: R-1 Single Family Residence District.
- e. Applicant's request: To vacate the north 46 feet of the south 86 feet of the front setback area of Lot 5 together with the north 30 feet of the south 70 feet of the west 30 feet of the front setback area of Lot 4 in Indian Springs Subdivision. The applicant recently purchased the west 30 feet of Lot 4. With the additional lot width, the applicant is allowed to vacate a portion of the recorded front setback area of his property since the lot is triangular in shape and the lot width is 150 at the setback line.
- f. Existing land use: Single Family Residence.

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Lot 5 and the west 30 feet of Lot 4 is .97 acres in area.
- b. County Health Department: Recommends approval of the setback vacation plat of Lot 5 and the west 30 feet of Lot 4 in the Indian Springs Subdivision.
- c. County Highway Department: Recommends approval of the setback vacation plat of Lot 5 and the west 30 feet of Lot 4 in the Indian Springs Subdivision.

Staff recommends that the setback vacation plat of Lot 5 and the west 30 feet of Lot 4 in the Indian Springs Subdivision should be approved.

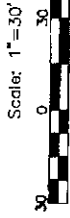
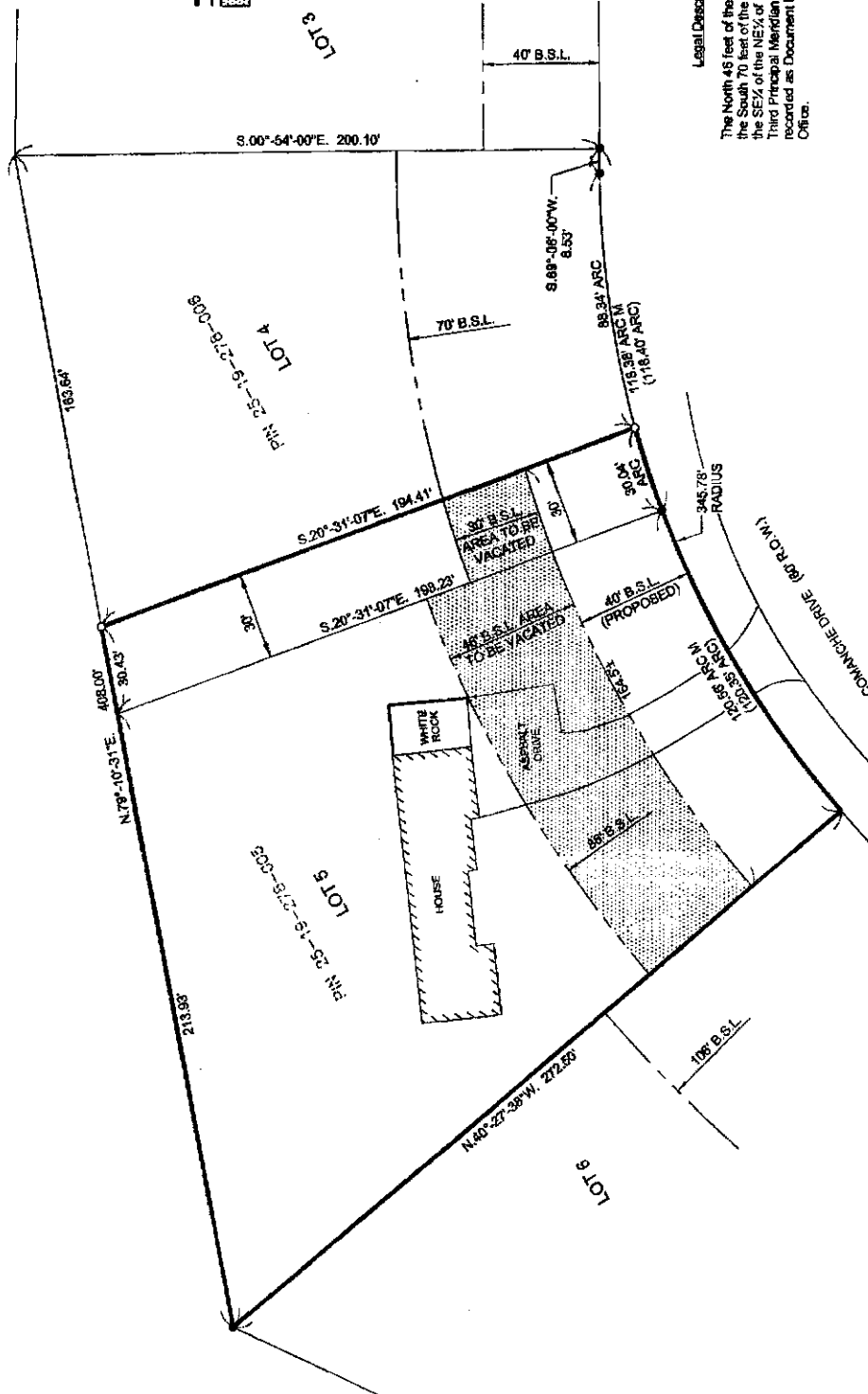
Respectfully submitted,



Philip Dick, AICP, Director

SETBACK VACATION PLAT

PART OF LOTS 4 & 5 IN INDIAN SPRINGS SUBDIVISION,
SE1/4 NE1/4 SECTION 19, T.23N, R.6E, 3PM, MCLEAN COUNTY, ILLINOIS



LEGEND

- BOUNDARY OF SUBJECT PREMISES
- BUILDING SETBACK LINE
- BUILDING SETBACK AREA
- TO BE VACATED
- IRON PIPE FOUND
- IRON ROD SET

Legal Description - Building Setback Area to be Vacated

The North 45 feet of the South 85 feet of Lot 5 together with the North 30 feet of the South 70 feet of the West 30 feet of Lot 4, Indian Springs Subdivision in the SE1/4 of the NE1/4 of Section 19, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois according to the Plat thereof recorded as Document No. 74-4498 in the McLean County Recorder of Deeds Office.

Surveyor's Certificate

I, Bradley K. Sheffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of Building Setback area to be vacated, made under my direction.



03/17/2016
Date

Bradley K. Sheffer

Illinois Professional Land Surveyor No. 3488
License Expiration Date 11/30/2016

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #84,000606
505 North Main Street, 222 East Center Street, 155 South Elm Street
O'Leary, Illinois O'Leary, Illinois O'Leary, Illinois
Ph. (309) 829-2552 Ph. (309) 862-8151 Ph. (309) 527-2552

DAVID FEESE
BUILDING SETBACK VACATION PLAT
LOTS 4 & 5 INDIAN SPRINGS SUB.
MCLEAN COUNTY, ILLINOIS

Sheet

1

of 1

Parcel Legal Description

Lot 5 and the West 30 feet of Lot 4 in Indian Springs Subdivision in the SE1/4 of the NE1/4 of Section 19, Township 23 North, Range 6 East of the Third Principal Meridian, McLean County, Illinois according to the Plat thereof recorded as Document No. 74-4498 in the McLean County Recorder of Deeds Office.

Said tract of land containing 43.327 square feet / 0.995 acres, more or less, as determined by this survey.

SEE PAGE 52



Case 8-16-05
Lots 4 & 5 Indian Springs Sub.

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2016
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN
REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE **County Board of McLean County, Illinois**
THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE
THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

Health Committee

FUND 0001
DEPT 0001
PGM 0001

General Fund
County Board
Legislation & Policy

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0777.0006	ShowBus	5,740	0767.0001	Property Taxes	5,740
		<u>5,740</u>			<u>5,740</u>

ADOPTED BY THE County Board of McLean County, Illinois
THIS 17th DAY OF May, 2016



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:



COUNTY CLERK, MCLEAN COUNTY

**RESOLUTION OF CONGRATULATIONS
OF THE McLEAN COUNTY BOARD**

WHEREAS, the Illinois Public Defender Association has presented the Bruce Robert Jacobs Award to an Assistant Public Defender or an Assistant Appellate Defender whose efforts embody the core values of the Public Defender Association in the United States and the State of Illinois.

WHEREAS, the Bruce Robert Jacobs Award recognizes the selfless dedication to the constitutional precepts which form the basis of the criminal defense of the indigent accused in Illinois,

WHEREAS, Mr. Jim Tusek has served in the McLean County Public Defender's office for 22 years and was named First Assistant by Public Defender Carla Barnes in 2014; and

WHEREAS, Mr. Jim Tusek has handled serious felony cases and is dedicated to achieving the best outcome for all of his clients regardless of their station or economic standing in the community; now


BE IT THEREFORE RESOLVED, that this McLean County Board and the citizens of McLean County extend their wholehearted thanks to Mr. Jim Tusek for his commitment and faithful service to the citizens of McLean County and congratulate him on receipt of the much deserved Bruce Robert Jacobs Award.

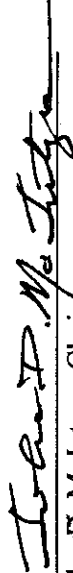
BE IT FURTHER RESOLVED, that the McLean County Board hereby directs the County Clerk to prepare a certified copy of this resolution to be presented to Mr. Jim Tusek with our sincere congratulations.

ADOPTED by the McLean County Board this 17th day of May, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board



EXECUTIVE COMMITTEE:
Member Soeldner, presented the following:

OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX 888-5111

115 E. Washington St., Room 401 P.O. Box 2400 Bloomington, IL 61702-2400

From: Bill Wasson County Administrator

Date: May 6, 2016

Re: Proposed Ordinances Setting Salaries for Elected Officials and County Board

Enclosed for your consideration is an ordinance setting salaries for the three Countywide Elected Officials whose terms will begin this December, and another ordinance setting salaries for certain County Board Members whose terms will begin this December.

State Law provides that the County Board must set the salary of an Elected Official not less than 180 days prior to the beginning of their term in office (50 ILCS 145/2). The Circuit Clerk, Coroner and Auditor will all take office this December. The County Board passed an ordinance setting the salaries for these offices from 2013 through 2016, and now must pass an ordinance setting the salaries for 2017 through 2020. Salaries for the County Clerk, Sheriff and Treasurer are set through their current terms, which expire in December of 2018, so no action can be taken regarding those offices at this time.

The County Administrator's Office budget policy direction is to utilize principles of equity when determining recommended increases in compensation. The County Administrator's Office gathered 2016 salary data from six comparable Illinois counties (Exhibit A). McLean County ranks 4th in population among the six-county group. Since all counties are on the same timetable for the salary setting process, we only have information from one County setting 2017-2020 salaries, Champaign, which increased their elected official's salaries by 2% each year.

Exhibit B shows the salary history of the Countywide Elected Officials and County Board Members since 2008. The figures in blue print show the annual salaries and percentage increases proposed by the Elected Officials ordinance. The proposed ordinance provides a 2.00% annual increase for years 2017- 2020 with a one-time \$1000.00 equity adjustment in 2019. This is consistent with the 2% increase provided to the County Clerk, Sheriff and Treasurer for years 2017 and 2018.

Recommended amounts for these offices for your future consideration are shown in brown.

For County Board Members, salaries for Members whose terms run through 2018 have already been set by ordinance. Again, the 2% increase is consistent with the increases provided to other elected officials during the period for which salary increases have already been prescribed by prior Board action.

Please contact the County Administrator at 888-5110 if you have any questions or would like any additional information.

Thank You.

**AN ORDINANCE OF THE McLEAN COUNTY BOARD
SETTING SALARIES OF THE MEMBERS
OF THE McLEAN COUNTY BOARD**

WHEREAS, 55 ILCS 5/2-3008 enables the County Board to change the basis of payment or amount of compensation of its members by ordinance or resolution; and,

WHEREAS, the County Board shall determine whether the salary paid to its members be on a per diem basis, annual basis, or combined per diem and annual basis; and,

WHEREAS, Chapter 20, Section 5 of the McLean County Code, provides that the County Board may change the amount of compensation of its members by Ordinance; and

WHEREAS, the Executive Committee further recommended that the proposed salaries of the eligible members of the McLean County Board become effective on the first day of January in the year 2017; and,

WHEREAS, the Executive Committee recommended to the County Board approval of the proposed salaries of the members of the McLean County Board; now, therefore,

BE IT ORDAINED AND ORDERED by the McLean County Board that the compensation of its Chair of the Board, its Vice Chair of the Board, each Chair of the regular Standing Oversight Committees of the Board, and each at-large Member of the Executive Committee of the County Board shall be as follows:

- (1) All members of the County Board, other than Members of the Executive Committee of the County Board, shall receive an annual salary of \$4,805.00 effective January 1, 2017, an annual salary of \$4,900.00 effective January 1, 2018, an annual salary of \$4,998.00 effective January 1, 2019 and an annual salary of \$5,098.00 effective January 1, 2020.
- (2) Each Member of the Executive Committee of the County Board, as established by *The Rules of the McLean County Board* as adopted, shall receive an annual salary of \$5,640.00 effective January 1, 2017, an annual salary of \$5,753.00 effective January 1, 2018, an annual salary of \$5,868.00 effective January 1, 2019 and an annual salary of \$5,985.00 effective January 1, 2020.
- (3) The Chairman of the County Board shall receive an annual salary of \$19,139.00, effective January 1, 2017, an annual salary of \$19,522.00 effective January 1, 2018, an annual salary of \$19,912.00, effective January 1, 2019, and an annual salary of \$20,310.00 effective January 1, 2020.

In addition, effective January 1, 2017 through December 31, 2020, the Chairman of the County Board shall receive as compensation, a monthly \$200.00 mileage and business expense allowance. The Chairman shall not be eligible to be reimbursed for Mileage or Tolls under the provisions of McLean County Code Chapter 10.79-2 A) 1) One-Day Business Travel or Meal reimbursement

under McLean County Code Chapter 10.79-5 B) Reimbursement for Meal Expenses – One Day Business Travel.

Members of the County Board appointed as Vice Chairman of the County Board; or as Chairperson of a County Board Regular Standing Committee, County Board Sub-Committee, County Board ad-hoc Committee or County Board Advisory Group shall receive a \$75.00 monthly stipend for each Committee or County Board Advisory Group for which they serve in this capacity; during the life of said Committees, Sub-Committees or Advisory Groups.

All Members of the County Board, other than the Chairman of the County Board, shall receive a monthly \$40.00 mileage and business expense allowance. The Members shall not be eligible to be reimbursed for Mileage or Tolls under the provisions of McLean County Code Chapter 10.79-2 A) 1) One-Day Business Travel or Meal reimbursement under McLean County Code Chapter 10.79-5 B) Reimbursement for Meal Expenses – One Day Business Travel.

- (4) That any and all ordinances and resolutions previously adopted that set the salaries for the aforementioned officials are hereby rescinded to the extent such ordinances and resolutions conflict with this ordinance.

BE IT FURTHER ORDAINED AND ORDERED by the McLean County Board that the County Clerk shall forward a certified copy of this Ordinance to the County Treasurer, County Administrator, and the Civil First Assistant State's Attorney.

ADOPTED by the McLean County Board this 17th day of May, 2016.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the County Board
McLean County

John D. McIntyre, Chairman
McLean County Board

Members Soeldner/Harris moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Setting Salaries of the Members of the McLean County Board - County Administrator's office. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:
Member Soeldner, presented the following:

**AN ORDINANCE OF THE McLEAN COUNTY BOARD
ESTABLISHING THE ANNUAL SALARY
OF THE CIRCUIT CLERK, CORONER and COUNTY AUDITOR**

WHEREAS, pursuant to 50 ILCS 145/2, the McLean County Board must set the annual salary of the Circuit Clerk, Coroner and County Auditor at least 180 days before the beginning of their terms of office; and

WHEREAS, after a thorough review of those County Officials whose salaries can be fixed by the County Board, the Executive Committee, at its regular meeting on Tuesday, May 10, 2016, recommended approval of the following salaries for said County Officials; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the annual salary for the Circuit Clerk shall be as follows:

a)	January 1 - December 31, 2017	\$ 98,255
	January 1 - December 31, 2018	\$ 100,220
	January 1 - December 31, 2019	\$ 103,224
	January 1 - December 31, 2020	\$ 105,289

2. That the annual salary for the Coroner shall be as follows:

a)	January 1 - December 31, 2017	\$ 93,577
	January 1 - December 31, 2018	\$ 95,448
	January 1 - December 31, 2019	\$ 98,357
	January 1 - December 31, 2020	\$100,324

3. That the annual salary for the County Auditor shall be as follows:

a)	January 1 - December 31, 2017	\$ 93,577
	January 1 - December 31, 2018	\$ 95,448
	January 1 - December 31, 2019	\$ 98,357
	January 1 - December 31, 2020	\$100,324

(2)

For purposes of computing the salaries of the above Elected Officials:

1. The annual salaries stated above shall be divided by 26 to determine the biweekly salary.
2. Regardless of the days actually worked, pay shall be based upon the 10 week days (Monday through Friday) of each biweekly period if a proration of salary is necessitated by election, resignation, death, or any other reason which results in the elected official no longer holding the office to which he/she was elected.


BE IT FURTHER ORDAINED this 17th day of May, 2016, the salaries as set forth above are hereby established for these Elected Officials. Any salary not set shall be as provided by Statute.

BE IT FURTHER ORDAINED that any and all Ordinances previously adopted, which set the salaries for the aforementioned Officials, are hereby rescinded to the extent such Ordinances conflict with this Ordinance. The articles, provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

ADOPTED by the County Board of McLean County, Illinois this 17th day of May, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the McLean
County Board
McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board

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Exhibit A County Elected Officials Salaries Comparison

[illegible]

FY 2016		Champaign	Sangamon	Peoria	Rock Island	Tazewell	McLean	AVG	Rank
Circuit Clerk		\$90,070	\$98,840.00	\$94,210	\$90,000	\$85,156	\$96,329	\$92,434	2nd
Auditor		\$86,328	\$94,667.00	\$94,210	\$90,000	\$70,000	\$91,742	\$87,824	3rd
Coroner		\$86,328	\$94,667.00	\$94,210	\$90,000	\$69,594	\$91,742	\$87,756	3rd

FY 2012	Champaign	Sangamon	Peoria	Rock Island	Tazewell	McLean	
County Clerk	\$83,274	\$92,340.00	\$95,252	\$82,500	\$65,072	\$86,908	3rd
Treasurer	\$83,274	\$92,340.00	\$95,252	\$82,500	\$65,072	\$86,908	3rd
Sheriff	\$104,131	\$104,800.00	\$113,306	\$92,500	\$87,800	\$93,241	4th

FY 2016	Champaign	Sangamon	Peoria	Rock Island	Tazewell	McLean
County Clerk	\$90,139	\$100,400.00	\$98,979	\$82,500	\$77,391	\$96,329
Treasurer	\$90,139	\$100,400.00	\$98,979	\$82,500	\$75,958	\$96,329
Sheriff	\$112,715.00	\$117,350.00	\$131,177	\$92,500	\$103,990	\$104,200
						\$90,956
						\$90,718
						\$110,322
						105.9%
						106.2%
						94.5%

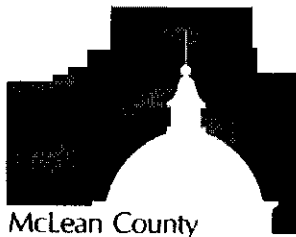
FY 2017	Champaign	Sangamon	Peoria	Rock Island	Tazewell	McLean	
County Clerk	\$91,942	\$101,400.00	\$101,453	\$82,500	\$80,487	\$98,255	3rd
Treasurer	\$91,942	\$101,400.00	\$101,454	\$82,500	\$78,997	\$98,255	3rd
Sheriff	\$114,969	\$117,350.00	\$134,081	\$92,500	\$108,681	\$106,284	4th
						\$112,311	
						\$92,673	106.0%
						\$92,425	106.3%
						\$112,311	94.6%

FY 2018	Champaign	Sangamon	Peoria	Rock Island	Tazewell	McLean		
County Clerk	\$93,781	\$102,400.00	\$103,989	\$82,500	\$83,707	\$100,220	\$94,433	3rd
Treasurer	\$93,781	\$102,400.00	\$103,990	\$82,500	\$82,156	\$100,220	\$94,175	3rd
Sheriff	\$117,269	\$119,650.00	\$137,058	\$92,500	\$113,028	\$108,410	\$114,653	4th
								106.1%
								106.4%
								94.6%

EXHIBIT B ELECTED OFFICIAL SALARY HISTORY -- MCLEAN COUNTY

Office	Term Expires	Salary 2008	% Increase	Salary 2009	% Increase	Salary 2010	% Increase	Salary 2011	% Increase	Salary 2012	% Increase	Salary 2013	% Increase	Salary 2014	% Increase	Salary 2015	% Increase	Salary 2016	% Increase	Salary 2017	% Increase	Salary 2018	% Increase
Sheriff	2018	\$86,207	4.00%	\$88,655	4.00%	\$93,241	4.00%	\$93,241	0.00%	\$93,241	0.00%	\$98,241	5.00%	\$98,241	0.00%	\$102,661	4.50%	\$104,200	1.50%	\$106,284	2.00%	\$108,410	2.00%
Treasurer	2018	\$80,351	4.00%	\$83,565	4.00%	\$86,908	4.00%	\$86,908	0.00%	\$86,908	0.00%	\$90,818	4.50%	\$90,818	0.00%	\$94,905	4.50%	\$96,329	1.50%	\$98,255	2.00%	\$100,220	2.00%
Clerk	2018	\$80,351	4.00%	\$83,565	4.00%	\$86,908	4.00%	\$86,908	0.00%	\$86,908	0.00%	\$90,818	4.50%	\$90,818	0.00%	\$94,905	4.50%	\$96,329	1.50%	\$98,255	2.00%	\$100,220	2.00%
Circuit Clerk	2016	\$80,351	4.00%	\$83,565	4.00%	\$86,908	4.00%	\$90,818	4.50%	\$94,905	4.50%	\$94,905	0.00%	\$94,905	0.00%	\$94,905	0.00%	\$96,329	1.50%	\$98,255	2.00%	\$100,220	2.00%
Coroner	2016	\$76,524	4.00%	\$79,585	4.00%	\$82,769	4.00%	\$86,493	4.50%	\$90,386	4.50%	\$90,386	0.00%	\$90,386	0.00%	\$90,386	0.00%	\$91,742	1.50%	\$93,577	2.00%	\$95,448	2.00%
Auditor	2016	\$76,524	4.00%	\$79,585	4.00%	\$82,769	4.00%	\$86,493	4.50%	\$90,386	4.50%	\$90,386	0.00%	\$90,386	0.00%	\$90,386	0.00%	\$91,742	1.50%	\$93,577	2.00%	\$95,448	2.00%

Members Soeldner/Caisley moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board establishing the annual salary of the Circuit Clerk, Coroner and Auditor - County Administrator's Office. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



McLean County Animal Control

(309) 888-5060

9279 North 1375 East Road, Bloomington, IL 61705

April 20, 2016

To: Chairman Owens and Members of the Finance Committee

From: Ms. Marshall Thomson

Re: Emergency Appropriation Ordinance

On March 8, 2016, Mr. McBurney retired. As a result of this resignation, I reassessed the needs of the Department. Mr. McBurney was a .08 FTE employee. I requested and on April 19th the County Board approved that his position be labeled Building Maintenance Worker/Kennel Staff and increased to a .30 FTE. The .30 FTE reflects the current needs of the department.

This position will work 9-11 hours a week: Saturday mornings, Sunday mornings, Tuesday evenings, and on holidays to care for the animals. This position will perform work which needs to be completed without requiring additional overtime from other employees.

This Emergency Appropriation Ordinance will transfer funds from the Full-Time Employees Salary line-item that are available because of short term vacancies that exist in the department due to turn over and transfer funds from the Radio/Commun.Equip.Maint. line-item that are available because of the delay of radio equipment maintenance work. The radio equipment maintenance work is being delayed to coordinate with other county departments.

FINANCE COMMITTEE:
Member Owens, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget Ordinance
Animal Control General Fund 0001, Department 0032

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Animal Control Department 0032; and,

WHEREAS, the Animal Control Department received approval of a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2016 Fund 0001 Department 0032, at the McLean County Board Meeting on April 19th, 2016; and,

WHEREAS, the Animal Control Department needs to transfer \$3,768.00 from line item 0503.0001 Full-Time Employees Salary and \$800.00 from line item 0743.0001 Radio/Commun.Equip.Maint to line item 0515.0001 Part-Time Employees Salary in the Fiscal Year 2016 Adopted Budget; and,

WHEREAS, the Finance Committee, on Wednesday, May 4, 2016, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2016 to amend the general fund by transferring \$3,768.00 from line item 0503.0001 and \$800.00 from line item 0743.0001 to line item 0515.0001 for the Fiscal Year 2016 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriated budget of the Animal Control Department, General Fund 0001, Animal Control Department, 0032, the following appropriation:


	<u>ADOPTED BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0032-0066-0503.0001 Full-Time Employees Salary	\$59,274.00	(\$3,768.00)	\$55,506.00
0001-0032-0066-0743.0001 Radio/Commun.Equip.Maint.	\$5,400.00	(\$800.00)	\$4,600.00
0001-0032-0065-0515.0001 Part-Time Employees Salary	\$29,206.00	\$4,568.00	\$33,774.00

2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Court Services, and County Administrator.

ADOPTED by the County Board of McLean County this 17th day of May, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the
County Board of McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board

Members Owens/Harris moved the County Board approve a Request for Approval of an Emergency Appropriation amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance for Animal Control General Fund 0001, Department 0032. (FTE) - Animal Control. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



FINANCE COMMITTEE:
Member Owens, presented the following:

McLean County Animal Control

(309) 888-5060

9279 North 1375 East Road, Bloomington, IL 61705

April 22, 2016

To: Chairman Owens and Members of the Finance Committee

From: Ms. Marshall Thomson

Re: Emergency Appropriation Ordinance

The McLean County Animal Control Department would like to request approval to transfer \$1,000.00 from 0001-0032-0065-0795-0002 (Gas Service) and \$1,549.19 from 0001-0032-0066-0743-0001 (Radio/Commun.Equip.Maint.) to 0001-0032-0065-0838-0001 (Purchase Machinery & Equipment) in the 2016 budget. This request is for the purchase of a commercial power washer that we are using to deep clean and sanitize kennels during our daily and routine cleanings at the shelter. This equipment is being used for disease transmission prevention and removing animal debris in an efficient method.

This Emergency Appropriation Ordinance will transfer funds from the Gas Service line-item that are available because of reduced propane expenditures during January, February, March, and April than anticipated and transfer funds from the Radio/Commun.Equip.Maint. line-item that are available because of the delay of radio equipment maintenance work. The radio equipment maintenance work is being delayed to coordinate with other county departments.

C O C L E R K

FINANCE COMMITTEE: Member Owens, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget Ordinance**

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and McLean County Clerk 0005 and,

WHEREAS, the Finance Committee at its regular meeting on May 4, 2016, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the McLean County General Fund 0001, County Clerk 0005, the following appropriation:

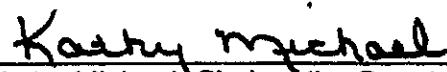
	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
0001-0001-0001-0400.0000 Unappropriated Fund Balance	\$1,223,861.00	\$3,823.06	\$1,227,684.06
0001-0005-0006-0850.0001 Capital Assets	\$0.00	\$3,823.06	\$3,823.06

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, County Auditor, County Treasurer, and County Clerk.

ADOPTED by the McLean County Board the 17th day of May, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
McLean County


John D. McIntyre, Chairman
McLean County Board

Members Owens/Metsker moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance - County Clerk. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



FINANCE COMMITTEE:
Member Owens, presented the following:

OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

To: The Honorable Chairman and Members of the Finance Committee

From: Bill Wasson, County Administrator

Date: 4/28/2016

Re: Review of Proposed Budget Policy for Fiscal Year 2017

At the May 4th Finance Committee meeting, the Committee will be asked to review and recommend approval of the Resolution Establishing the Budget Policy for Fiscal Year 2017. To assist the Committee in your consideration and discussion of this issue, I have enclosed a copy of the proposed Resolution for the preparation of the Fiscal Year 2017 Budget.

The Fiscal Year 2017 overall property tax rate would again be based on the 2016 adjusted equalized assessed valuation. For your information and review, I have enclosed a table illustrating the growth in the County's equalized assessed valuation during the last three fiscal years. Under the proposed Budget Policy, the 2016 overall County property tax rate will be the target rate for the fiscal year 2017 budget.

Implemented effective January 1, 2012, GASB 54 provided clarification of governmental fund types and provides a new hierarchy of fund balance classification. This provides guidance with respect to segregation or consolidation of funds based upon the restrictions that exist in use. The GOFA's Executive Board In September, 2015 approved a recommendation that recommends a minimum general fund reserve level, clarifying that previous guidance with respect to 5-15% unrestricted fund balance was not a minimum and maximum, but a range for solely the minimum, with the lower range being appropriate only for large units of government subsequently defined as States and America's largest governments and that additionally, there is recommended no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

With consideration to the lack of predictability of revenues provided by the state and the potential drain upon the general fund resources due to unfunded mandates and the impact of a reduction on the unencumbered fund balance on the entity's bond ratings, I am recommending that the unencumbered fund balance target be increased from 10% to 15%.

The Honorable Chairman and Members of the Finance Committee
April 28, 2016
Page Two

Additionally, language has been added to require documentation of budgeted Special Revenue Funds with respect to restricted use, capital use and unrestricted balances to allow for better analysis and review of Special Revenue Fund Balances.

I would welcome your thoughts and suggestions on any additional modifications to the proposed Budget Policy for Fiscal Year 2017.

Thank you for your kind assistance and cooperation.

MCLEAN COUNTY REVISED BUDGET POLICY RESOLUTION

BUDGET

RESOLUTION ESTABLISHING THE BUDGET POLICY FOR FISCAL YEAR ~~2016~~ 2017

WHEREAS, the *Rules of the County Board* provide that the Finance Committee exercise continuous review of revenues and expenditures and identify new or alternative revenue sources for the County; and

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and

WHEREAS, the Executive Committee has determined that, in order to achieve this end in all County programs, a three year budget be developed beyond the next subsequent Budget; and,

WHEREAS, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period ~~2016~~ 2017-2020 ~~2021~~, the Executive Committee recommended certain budget policies be adopted for Fiscal Year ~~2016~~ 2017; now, therefore,

BE IT RESOLVED by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County offices and departments for the submission, review and preparation of the Fiscal Year 2016 2017 Budget and the proposed Three Year Budget.

1. COUNTY SERVICES

1.1. ~~New~~ Services shall be considered in the following order of priority:

- (A) State or federal law specifically mandates such action and imposes penalties on County government for failure to provide such services; or
- (B) The Oversight Committee and the Executive Committee recommend and the County Board approves the proposed new services and/or implementation of certain changes based upon analysis of existing programs, processes, and procedures.
- (C) The County Board ~~has continues to identified~~ identify Community Mental Health as a critical area of need. All County Departments are directed during the Fiscal Year ~~2016~~ 2017 budget preparation to evaluate programmatic areas where each Department can assist in meeting the goals and objectives of the County Board Advisory Groups' reports on Community Mental

Health. Departments will provide such analysis as a portion of supporting budget documentation for recommended budgets provided to the County Administrator's Office.

1.2. Continuing Services and Interdepartmental Impact:

- (A) During Budget preparation, all County Departments are directed to report any changes to service or budgets which may have an impact upon another County department's budget or ability to deliver services.

2. REVENUE

2.1. Property Tax and Other Revenue

- (A) Real property taxes and all other ~~2016~~ 2017 revenues shall be sufficient to meet required expenditures for Fiscal Year ~~2016~~ 2017, with the following recommendation:
- (B) When preparing the Recommended Budget for Fiscal Year ~~2016~~ 2017, the County Administrator shall make every effort to hold the ~~2015~~ 2016 County overall property tax rate as close to the ~~2014~~ 2015 County overall property tax rate as possible.

2.2. User Fees and Charges

- (A) Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year ~~2016~~ 2017 Budget.

2.3. Intergovernmental Revenue

- (A) There shall be no new categorical grant programs considered in Fiscal Year ~~2016~~ 2017 that establish ongoing County funding obligations.
- (B) Each categorical grant which decreases in Fiscal Year ~~2016~~ 2017, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year ~~2017~~ 2018, Fiscal Year ~~2018~~ 2019, and Fiscal Year ~~2019~~ 2020 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

2.4. Enterprise Fund - Nursing Home

- (A) Pursuant to the Resolution adopted by the McLean County Board on April 18, 1995, the private pay rate for the McLean County Nursing Home shall be calculated by dividing the annual operating budget by the number of patient days.

3. FUND BALANCES

3.1. Fund Balances

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five months of the fiscal year and to maintain fiscal stability, the County Board shall make every effort to maintain in the Corporate General Fund an unencumbered fund balance equal to ~~10%~~ 15% of the County's total Combined Annual Budget and Appropriation Ordinance.
- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than ~~10%~~ 15% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects, including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History, and for the annual debt service payment due to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash. Departments with budgeted Special Revenue Funds shall review Special Revenue Fund unencumbered balances as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and as a part of budget development, provide analysis as to necessary balances required for cash flow, balances required for capital project funds and remaining unassigned fund balance.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.
- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each Department shall provide sufficient funding to pay 100% of the expected

claims' cost and/or the premium cost for the County's Employee Health Benefit Plan.

4. CONTINGENCY

4.1. Contingency

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year ~~2016~~ 2017 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

5. CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES

5.1. Capital Improvements

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year ~~2016~~ 2017 Budget a Five-Year Capital Plan, as well as a Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Plan, as well as a Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

5.2. Capital Equipment Purchases

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective and efficient manner, the purchase of the following capital equipment items shall be consolidated into Countywide bid documents coordinated by the County Administrator's Office:
 - (1) Purchase of Furnishings/Office Equipment;
 - (2) Lease/Purchase of Office Equipment;
 - (3) Purchase of Computer Equipment;
 - (4) Lease/Purchase of Computer Equipment;
 - (5) Purchase of Computer Software;
- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and

departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

Upon the approval and adoption of the Annual Budget, the County Board shall prepare one consolidated Bid Document for the purchase of all vehicles in the General Corporate Fund.

6. ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS

6.1. Administrative Fees for Special Revenue Funds

- (A) Administrative service fees or surcharges for central services (e.g. data processing, payroll, accounting, personnel, budgeting, records management) which are provided by County Offices/Departments in the General Fund shall be assessed to the Special Revenue funds.

7. PERSONNEL

7.1. Staffing Levels

- (A) Departmental staffing shall be identified in the proposed Fiscal Year ~~2016~~ 2017 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

The County Administrator is hereby directed to evaluate all current full-time equivalent staffing levels in every County Office/Department and recommend adjustments in full-time equivalent levels.

The County Administrator shall review employee compensation and the associated costs of employee healthcare benefits and employee pension costs, specifically Social Security (F.I.C.A.) and Illinois Municipal Retirement Fund (I.M.R.F.).

Every County Office/Department shall review its Fiscal Year ~~2016~~ 2017 Full-Time Equivalent Staffing levels with a goal of justifying every full-time equivalent position and identifying opportunities for savings in all personnel-related expenses for the Fiscal Year ~~2016~~ 2017 budget.

Every County Office/Department shall work with the County Administrator to develop an accurate Organization Chart that shows the structure and relationships of positions within the department.

It is anticipated that there will be no funding for new positions or reclassifications in the Fiscal Year ~~2016~~ 2017 Recommended Budget.

Any full-time vacancies, other than critical patient care or pre-existing service agreement obligated positions, that exist or occur will be held vacant for a minimum 30 days, unless otherwise authorized by the Office of the County Administrator. All vacancies will be held open as long as possible without jeopardizing the work of the department within which they exist.

In order to fill an open position that is currently vacant or a position that becomes vacant prior to December 31, ~~2016~~ 2017, an elected official / department head shall provide such request to the Office of the County Administrator. The County Administrator's Office shall review and analyze the request and the rationale of the department head and may approve and authorize the filling of a vacant position; or forward such request to the department's appropriate Oversight Committee for approval and authorization. The County Administrator's Office shall report monthly to each appropriate Oversight Committee the open positions filled during the previously 30 days.

7.2. Employee Compensation

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.
- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year ~~2016~~ 2017, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.
- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and last amended on November 15, 2011, shall govern the preparation of the Fiscal Year ~~2016~~ 2017 Budget.
- (D) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year ~~2016~~ 2017 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.
- (E) Employees who occupy exempt positions, as identified in the document entitled Position Classification and Pay Ranges for Fiscal Year ~~2016~~ 2017, adopted by the County Board, are considered salaried employees and thereby not entitled to additional compensation. The Treasurer shall deny any request for additional pay for an exempt employee without the specific approval of the Finance Committee.
- (F) During the review and consideration of the Fiscal Year ~~2016~~ 2017 Budget the Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications during the budget, shall be the Finance Committee. During the review and consideration of the Fiscal Year ~~2016~~ 2017 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.

- (G) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
 - (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (H) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
 - (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (I) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
- (J) Any position which has been reclassified or has received a salary regrade during the Fiscal Year, ~~2013~~, 2014, 2015 or 2016 budget preparation cycles shall not be considered for reclassification or salary regrade during the Fiscal Year ~~2016~~ 2017 budget preparation cycle.
- (K) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

8. OTHER EXPENDITURES

8.1. Spending Levels

- (A) All Fiscal Year ~~2016~~ 2017 budget requests for the Account Classifications entitled "Supplies" (600's), "Services" (700's), and "Capital Assets" (800's) will be targeted at ~~98~~100% of 2015 levels for each Account Classification. Any requests beyond this level will need to be fully justified during budget preparation meetings.
- (B) During each fiscal year, County offices and departments may not expend funds in excess of the total amount in each of the Account Classifications entitled "Supplies" (600's), "Services" (700) and "Capital Assets" (800's) by Fund, unless

a directly corresponding amount of revenue either actually received by or committed to be paid to the County office or department exceeds the amount budgeted for the County office or department, or

- (C) During each fiscal year, if a unique expenditure for emergency needs or in order to insure the continued operation of a County function, must be made in each of the Account Classifications entitled “Supplies” (600’s), “Services” (700) and “Capital Assets” (800’s) by Fund, and the appropriate Board Oversight Committee cannot immediately approve such expenditure, the Department Head shall contact the County Administrator for interim approval, and the County Administrator shall report such expenditure and make recommendation for Budget Amendments per section **12.28-2** of this Ordinance to the appropriate Board Oversight Committee at its next regularly scheduled meeting.
- (D) During each fiscal year, if County offices and departments expend funds in excess of the total amount in the Account Classification entitled “Personnel” (500’s), such County Office or Department shall be required to request a budget amendment per section **12.28-2** of this Ordinance at the next regularly scheduled County Board Oversight Committee meeting.

8.2. BUDGET AMENDMENTS

County offices and departments must request a budget amendment prior to making any expenditure that would cause the total of all expenses in any of the Account Classifications entitled “Supplies” (600’s), “Services” (700) and “Capital Assets” (800’s) to exceed the amount budgeted except for expenditures that would be allowed un 12.28-1(B). Budget amendments must request a transfer of funds from one Account Classification to another if sufficient funds are available. If funds are not available in another Account Classification to cover the expense, then the budget amendment may request additional funds be appropriated.

9. COMPLIANCE WITH BUDGET PROCEDURES

- 9.1. All County offices and departments shall prepare and submit their Fiscal Year ~~2016~~ 2017 Budget requests in accordance with the Fiscal Year ~~2015~~ 2016 Budget Calendar (see Schedule A attached).
- 9.2. At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent 98% of Fiscal Year ~~2016~~ 2017 budgeted expenditures/revenues less any known non-recurring expenditures.

10. FISCAL YEAR ~~2016~~ 2017 BUDGET ADOPTION

- 10.1. Pursuant to the *Rules of the McLean County Board*, the Executive Committee shall submit the Fiscal Year ~~2016~~ 2017 Budget to the County Board for adoption in accordance with the budget calendar.

10.2. In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.

10.3. The County Administrator shall ensure that the recommended budget, revised budget, and final budget are posted at the County's Website for citizens to view, upon completion.

10.4. The County Administrator shall provide a comprehensive outline of any line-item changes made to the recommended budget during the Committee budget review process to Members of the Executive Committee as an information item.

10.5. County Offices and departments will strive to effectively and efficiently communicate information regarding departmental budgets and services to citizens.

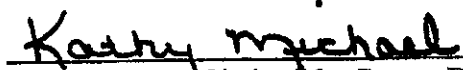
11. EFFECTIVE DATE AND REPEAL

11.1. This resolution shall supersede the Fiscal Year ~~2015~~ 2016 Budget Policy Resolution.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of May, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board

Members Owens/Metsker moved the County Board approve a Request for Approval of the Resolution Establishing the Budget Policy for Fiscal Year 2017 - Administration. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

FINANCE COMMITTEE:
Member Owens, presented the following:

SCHEDULE A

CALENDAR FOR PREPARATION OF THE
FISCAL YEAR 2017 BUDGET,
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,
AND RECOMMENDED THREE YEAR BUDGET

<u>MONTH/DATE</u>	<u>ACTIVITY TO BE COMPLETED</u>
May 17, 2016	County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2017
May 19, 2016	Department Head Meeting with Administrator - Distribution of Fiscal Year 2017 Budget Manual of Instructions
May 25- May 31, 2016	<p>Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer.</p> <p>Departments should review the Fiscal Year 2017 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.</p> <p>PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5100 to schedule an appointment or use the departmental sign-up sheet.</p>
June 1, 2016	Departments begin entering and revising Fiscal Year 2017 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.
June 17, 2016	<p>New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office.</p> <p>PLEASE NOTE: Department personnel will NOT enter Personnel expenses (500 series line-item accounts) into the computer. The Assistant County Administrator will enter all Personnel expenses (500 series line-item accounts). Departments must submit Personnel budget requests to the Administrator's Office by June 20, 2016.</p>

MONTH/DATE

ACTIVITY TO BE COMPLETED

July 8, 2016

Department Narrative Description, Organization Chart(s) and Program Objectives completed.

Revenue (400 series line-item accounts) completed and entered into computer.

Materials and Supplies (600 series line-item accounts) completed and entered into computer.

Contractual Expenses (700 series line-item accounts) completed and entered into computer.

Capital Outlay (800 series line-item accounts) completed and entered into computer.

Recommended Three Year Budget for Fiscal Year 2017, Fiscal Year 2018, and Fiscal Year 2019 completed and entered into computer.

Five Year Capital Improvement Budget, as well as a Five Year Capital Improvement Plan completed and submitted to the Administrator's Office.

July 8, 2016

Budget Data Entry System locked by Information Services. All Fiscal Year 2017 Budget data and Recommended Three Year Budget data should be completed and entered.

July 18, 2016
through
August 19, 2016

County Administrator reviews the departmental budget requests and meets with department heads discuss their budget requests.

August 26, 2016

Department Head Meeting with Administrator – to review the results of budget requests and meetings

September 6, 2016

County Administrator advises departments of revenue/expenditure status.

September 20, 2016

Recommended Fiscal Year 2017 Budget presented to the County Board.

MONTH/DATE

ACTIVITY TO BE COMPLETED

September 21, 2016
through
November 3, 2016

Oversight Committees and Executive Committee
review the Recommended Budget.

November 8, 2016

Review of Fiscal Year 2017 Recommended Budget,
including all Oversight Committee recommendations,
by the Executive Committee.

November 15, 2016

County Board approves and adopts Fiscal Year 2017
Combined Annual Budget and Appropriation
Ordinance, 2016 Property Tax Levy Ordinance, and
Amendment to the Full-Time Equivalent Positions
Resolution for Fiscal Year 2017.

December 31, 2016

Fiscal Year 2017 Adopted Budget entered to create
the Auditor's and Treasurer's record for the new fiscal
year.

Members Owens/Cavallini moved the County Board approve a Request for Approval of Schedule A - Calendar for Preparation of the Fiscal Year 2017 Budget, Five Year Capital Improvement Budget, and Recommend Three Year Budget - Administration. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



FINANCE COMMITTEE:
Member Owens, presented the following:

April 29, 2016

MEMO

To: Honorable Chairman and Members of the Finance Committee

Re: First Amendment to Settlement Agreement

McLean County and other taxing districts, including the City of Bloomington, District 87, Heartland Community College, Bloomington Water Reclamation District, Bloomington-Normal Airport Authority, and Town of the City of Bloomington Township, Bloomington Township and the Bloomington Township Road District entered into a Settlement Agreement with State Farm in 2010 which fixed State Farm's property tax obligations for the next five years. The agreement accomplished this in two ways; first it established an agreed upon EAV for certain designated properties owned by State Farm and second it required taxing bodies to abate to State Farm the amount by which the property tax paid exceeded the tax paid in the prior year by 101%.

State Farm would like to extend the term of the Settlement Agreement for an additional five years on the same terms. The Agreement has worked well for all parties. It provided State Farm with stability in the amount of property taxes it pays and gave the taxing bodies certainty with respect to the amounts that will be paid. The Agreement has had very little impact on the County. There was no abatement due from the County from 2012 – 2015 and only a small abatement of \$140.00 due in 2011. Therefore we recommend you approve the Amendment to extend the Agreement as requested by State Farm.

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT is made and entered into as of _____, 2015, by and between STATE FARM MUTUAL AUTOMOBILE INSURANCE CO. and its subsidiaries and affiliates, (hereinafter referred to as "STATE FARM") and CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation, COUNTY OF McLEAN, ILLINOIS, a municipal corporation, BLOOMINGTON SCHOOL DISTRICT NO. 87, McLean County, Illinois, MCLEAN COUNTY UNIT DISTRICT NO. 5, McLean County, Illinois, HEARTLAND COMMUNITY COLLEGE DISTRICT 540, McLean County, Illinois, BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT, McLean County, Illinois, BLOOMINGTON-NORMAL AIRPORT AUTHORITY, McLean County, Illinois, CITY OF BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois, BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois, and BLOOMINGTON TOWNSHIP ROAD DISTRICT, McLean County, Illinois (hereinafter each individually referred to as a "TAXING BODY" and collectively referred to as the "TAXING BODIES") and STEVE SCUDDER, the CITY OF BLOOMINGTON TOWNSHIP ASSESSOR (hereinafter referred to as the "ASSESSOR").

WITNESSETH:

WHEREAS, the parties hereto entered a certain written Settlement Agreement dated December 14, 2010 (hereinafter referred to as the "SETTLEMENT AGREEMENT"), whereby the parties agreed as to the assessed value of the real estate owned by STATE FARM located in McLean County, Illinois for property tax purposes; and

WHEREAS, for property tax purposes, STATE FARM's real estate in McLean County, Illinois, has been divided into uniquely described tracts of land that are each identified by a specific parcel identification number (hereinafter the individual tracts are referred to as a "PARCEL" and collectively they are referred to as the "PARCELS"); and

WHEREAS, during the term of the SETTLEMENT AGREEMENT, there have been some changes to the PARCELS; and

WHEREAS, the current PARCELS are set forth in Exhibit A-1 attached hereto and incorporated herein; and

WHEREAS, the final assessment year of the SETTLEMENT AGREEMENT is for property tax year 2014 (real estate taxes payable in 2015); and

WHEREAS, the TAXING BODIES and STATE FARM believe it is in the best interest of the public to extend the SETTLEMENT AGREEMENT an additional five years; and

WHEREAS, the purpose of this amendment is to extend the terms of the SETTLEMENT AGREEMENT for five years.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereto as hereinafter set forth, the parties hereto agree to the following additional provisions:

1. The assessed value for each PARCEL as determined by the ASSESSOR is set forth opposite the PARCEL in Exhibit A-1 and is accepted by the parties hereto for property tax years 2015, 2016, 2017, 2018 and 2019.

2. STATE FARM shall not seek to reduce the assessed value for any PARCEL for property tax years 2015, 2016, 2017, 2018 and 2019 so long as the assessed value for the PARCEL remains the same as the assessed value set forth opposite the PARCEL in Exhibit A-1.

3. In the event STATE FARM files a complaint, appeal or any other proceedings before the McLean County Board of Review, the Illinois Property Tax Appeal Board or any court of competent jurisdiction to reduce the assessed value of any PARCEL, STATE FARM and the TAXING BODIES shall stipulate to the assessed value set forth opposite the PARCEL in Exhibit A-1.

4. The TAXING BODIES shall not seek to increase the assessed value for any PARCEL for property tax years 2015, 2016, 2017, 2018 and 2019, so long as the assessed value for the PARCEL remains the same as the assessed value set forth opposite the PARCEL in Exhibit A-1.

5. In the event one or more of the TAXING BODIES files a complaint, appeal or any other proceedings before the McLean County Board of Review, the Illinois Property Tax Appeal Board or any court of competent jurisdiction to increase the assessed value of any PARCEL, STATE FARM and the TAXING BODIES shall stipulate to the assessed value set forth opposite the PARCEL in Exhibit A-1.

6. In the event that STATE FARM constructs improvements that significantly increase the useable square footage of any PARCEL during property tax years 2015, 2016, 2017, 2018 or 2019, and the parties hereto are unable to reach an agreement that the assessed value of the PARCEL as determined by the ASSESSOR after the construction is acceptable, then said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the completion of construction.

7. In the event that STATE FARM demolishes improvements or portions thereof and the useable square footage of any PARCEL during property tax years 2015, 2016, 2017, 2018 or 2019 significantly decreases and the parties hereto are unable to reach an agreement that the assessed value of the PARCEL as determined by the ASSESSOR after the demolition is acceptable, then said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the completion of the demolition.

8. In the event STATE FARM purchases real estate during 2015, 2016, 2017, 2018 or 2019, that real estate will not be subject to this Agreement. In the event STATE FARM disposes of a PARCEL to a party unrelated to STATE FARM during 2015, 2016, 2017, 2018 or 2019, said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the disposition.

9. Any PARCEL that is classified as agricultural property by the ASSESSOR (hereinafter referred to as an "AG PARCEL") shall not be subject to this Agreement.

10. For property tax years 2015, 2016, 2017, 2018 and 2019, the TAXING BODIES shall abate to STATE FARM the amount by which the property tax paid by STATE FARM exceeds One Hundred One Percent (101%) of the preceding year's property tax (net of any abatement pursuant to the SETTLEMENT AGREEMENT and this Amendment) paid by STATE FARM. The abatement shall not include AG PARCELS and shall be limited to PARCELS having an assessed value in excess of Twenty Five Thousand Dollars (\$25,000.00), which are listed on Exhibit B-1 attached hereto and incorporated herein (hereinafter individually referred to as an "ABATEMENT PARCEL" and collectively referred to as the "ABATEMENT PARCELS"). There shall not be an abatement for any property tax increase that is the result of an assessment change due to construction improvements as set forth in Section 6 above.

11. In the event the registered voters of any TAXING BODY pass a referendum during property tax years 2015, 2016, 2017, 2018 or 2019, the TAXING BODIES shall not abate to STATE FARM the amount by which the property tax paid by STATE FARM is increased by said referendum in the first effective year of the rate increase from the referendum.

12. In the event an ABATEMENT PARCEL is annexed into a TAXING BODY's district during property tax years 2015, 2016, 2017, 2018 or 2019, the TAXING BODIES shall not abate to STATE FARM the amount by which the property tax paid by STATE FARM is increased by said annexation in the first effective year of the rate increase from the annexation.

13. Abatements to STATE FARM pursuant to Section 10 of this Agreement shall be calculated on a year by year and parcel by parcel basis. Property taxes in McLean County, Illinois, are paid a year in arrears. Therefore, any abatement for property tax year 2015 shall be calculated and paid in 2016 (hereinafter referred to as the "ABATEMENT YEAR"). Similarly, the ABATEMENT YEARS for property tax years 2016, 2017, 2018 and 2019 shall be 2017, 2018, 2019 and 2020, respectively.

14. On or before the first day of August in each ABATEMENT YEAR, STATE FARM and the CITY OF BLOOMINGTON, COUNTY OF McLEAN, BLOOMINGTON SCHOOL DISTRICT NO. 87 and MCLEAN COUNTY UNIT DISTRICT NO. 5 shall stipulate as to the amount to be abated to STATE FARM per ABATEMENT PARCEL (hereinafter referred to as the "ABATEMENT AMOUNT").

15. Regardless of whether or not there is an ABATEMENT AMOUNT, STATE FARM shall pay its property tax in full in a timely manner.

16. Each TAXING BODY's share of the ABATEMENT AMOUNT shall be calculated as set forth in the SETTLEMENT AGREEMENT.

17. On or before first day of November in each ABATEMENT YEAR, the TREASURER OF McLEAN COUNTY, ILLINOIS shall pay STATE FARM the ABATEMENT AMOUNT.

18. Prior to paying an ABATING TAXING BODY its final installment of tax revenue for property tax years 2015, 2016, 2017, 2018 or 2019, the TREASURER OF McLEAN COUNTY, ILLINOIS shall deduct from said payment the ABATING TAXING BODY's share of the ABATEMENT AMOUNT.

19. On or before August 1, 2018, the ASSESSOR shall start obtaining market data and begin developing a plan, which will include opportunities for STATE FARM to present information and share thoughts, in an effort to reach an agreement concerning the assessed values of the PARCELS for property tax year 2020. The ASSESSOR will notify the TAXING BODIES of the projected assessed values for each of the PARCELS for 2020 as soon as practicable after that determination is made, but not later than May 31, 2020, and the TAXING BODIES agree to review the values for each of the PARCELS within a reasonable time after receiving the information from the ASSESSOR.

20. The parties shall execute any and all documents reasonably necessary to effectuate the purposes of the SETTLMET AGREEMENT as amended.

21. Except as herein modified, the SETTLEMENT AGREEMENT is hereby ratified and confirmed, and shall constitute the full and complete agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date first above written.

STATE FARM MUTUAL AUTOMOBILE INSURANCE CO. ("STATE FARM")

By: _____ Attest: _____

CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation,

By: _____ Attest: _____

COUNTY OF McLEAN, ILLINOIS, a municipal corporation,

By: _____ Attest: _____

BLOOMINGTON SCHOOL DISTRICT NO. 87, McLean County, Illinois,

By: _____ Attest: _____

MCLEAN COUNTY UNIT DISTRICT NO. 5, McLean County, Illinois,

By: _____ Attest: _____

HEARTLAND COMMUNITY COLLEGE DISTRICT 540, McLean County, Illinois,

By: _____ Attest: _____

BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT, McLean County, Illinois,

By: _____ Attest: _____

BLOOMINGTON-NORMAL AIRPORT AUTHORITY, McLean County, Illinois,

By: _____ Attest: _____

CITY OF BLOOMINGTON TOWNSHIP, located in McLean County, Illinois,

By: _____ Attest: _____

BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois,

By: _____ Attest: _____

BLOOMINGTON TOWNSHIP ROAD DISTRICT, McLean County, Illinois

By: _____ Attest: _____

CITY OF BLOOMINGTON TOWNSHIP ASSESSOR

By: _____
STEVE SCUDDER

First Amendment to Settlement Agreement

Exhibit A-1

State Farm Parcels

See Section 1 of the Amendment

State Farm Description	Parcel #	Assessed Value	Exceptions
986 Rhodes Lane Lot #7	21-15-326-002	920	*
988 Rhodes Lane Lot #9	21-15-326-009	1,044	*
987 Rhodes Lane Lot #8	21-15-326-005	1,202	*
984 Rhodes Lane Lot #5	21-15-326-006	1,728	*
985 Rhodes Lane Lot #6	21-15-326-010	1,986	*
957 Flexible Storage Facility	21-15-326-008	2,143	*
983 Flexible Storage III	21-15-326-011	2,197	*
958 Rhodes/Timber Property	21-15-376-002	3,751	**
050 Corporate South	21-15-276-012	3,769	*
960 Corp. South Excess #2 - 6	21-14-451-010	7,119	*
955 Corp. South Excess #2 - 4	21-14-300-009	17,333	*
013 Oakland Avenue Building	21-11-126-018	23,454	**
050 Corporate South	21-14-151-002	27,940	
102 Canterbury Condos	21-02-154-030	30,065	
005 State Farm Park	21-16-251-008	37,284	
050 Corporate South	21-14-151-001	54,284	
959 Corp. South Excess #3	21-14-300-013	76,990	*
037 MRSF - Central	21-11-376-010	84,713	
032 Corporate Headquarters	21-02-377-012	87,217	
963 Jefferson/Prairie Lot	21-04-401-009	87,547	
050 Corporate South	21-14-200-016	90,944	
050 Corporate South	21-11-404-001	105,218	
978 Lincoln Building	21-02-326-017	113,367	
050 Corporate South	21-14-102-002	115,703	
050 Corporate South	21-14-102-001	116,975	
961 Jefferson/Prairie Lot	21-04-403-007	117,454	
050 Corporate South	21-11-402-001	131,524	
050 Corporate South	21-14-200-017	139,431	
050 Corporate South	21-11-452-001	175,715	
989 East Washington St.	21-02-326-020	188,279	
005 State Farm Park	21-16-177-003	196,525	
976 East Lincoln St Property	21-11-327-001	223,754	
002 Eldorado Parking	21-02-451-038	234,631	
005 State Farm Park	21-16-401-015	255,245	
979 Executive Building	21-02-326-018	454,338	
050 Corporate South	21-11-326-010	507,189	
050 Corporate South	21-14-201-001	555,476	
529 Hershey Road Building	21-02-276-040	559,939	
005 State Farm Park	21-16-251-009	601,071	
972 Research Laboratory	21-15-326-003	666,711	
957 Flexible Storage Facility	21-15-326-004	1,033,874	
971 Flexible Storage II	21-15-326-007	1,093,503	
005 State Farm Park	21-16-201-004	1,954,355	
001 Downtown Building	21-04-334-007	2,998,910	
969 CORP. HQ Parking Deck	21-02-376-010	3,504,813	
037 MRSF - Central	21-11-376-011	4,092,300	
043 IL Operations Center	21-11-403-001	5,998,404	
043 IL Operations Center	21-11-326-011	6,102,471	
013 Oakland Avenue Building	21-11-176-039	6,760,825	
032 Corporate Headquarters	21-02-326-019	39,414,906	
050 Corporate South	21-14-126-001	93,561,790	

*Farmland not included in agreement.

** Property with assessed value under \$25,000 not included in agreement.

First Amendment to Settlement Agreement

Exhibit B-1

State Farm Parcels in Excess of \$25,000 AV and Classified as Non-Agriculture

See Sections 9 and 10 of the Amendment

State Farm Description	Parcel #	Assessed Value
050 Corporate South	21-14-151-002	27,940
102 Canterbury Condos	21-02-154-030	30,065
005 State Farm Park	21-16-251-008	37,284
050 Corporate South	21-14-151-001	54,284
037 MRSF - Central	21-11-376-010	84,713
032 Corporate Headquarters	21-02-377-012	87,217
963 Jefferson/Prairie Lot	21-04-401-009	87,547
050 Corporate South	21-14-200-016	90,944
050 Corporate South	21-11-404-001	105,218
978 Lincoln Building	21-02-326-017	113,367
050 Corporate South	21-14-102-002	115,703
050 Corporate South	21-14-102-001	116,975
961 Jefferson/Prairie Lot	21-04-403-007	117,454
050 Corporate South	21-11-402-001	131,524
050 Corporate South	21-14-200-017	139,431
050 Corporate South	21-11-452-001	175,715
989 East Washington St	21-02-326-020	188,279
005 State Farm Park	21-16-177-003	196,525
976 East Lincoln St Property	21-11-327-001	223,754
002 Eldorado Parking	21-02-451-038	234,631
005 State Farm Park	21-16-401-015	255,245
979 Executive Building	21-02-326-018	454,338
050 Corporate South	21-11-326-010	507,189
050 Corporate South	21-14-201-001	555,476
529 Hershey Road Building	21-02-276-040	559,939
005 State Farm Park	21-16-251-009	601,071
972 Research Laboratory	21-15-326-003	666,711
957 Flexible Storage Facility	21-15-326-004	1,033,874
971 Flexible Storage II	21-15-326-007	1,093,503
005 State Farm Park	21-16-201-004	1,954,355
001 Downtown Building	21-04-334-007	2,998,910
969 CORP. HQ Parking Deck	21-02-376-010	3,504,813
037 MRSF - Central	21-11-376-011	4,092,300
043 IL Operations Center	21-11-403-001	5,998,404
043 IL Operations Center	21-11-326-011	6,102,471
013 Oakland Avenue Building	21-11-176-039	6,760,825
032 Corporate Headquarters	21-02-326-019	39,414,906
050 Corporate South	21-14-126-001	93,561,790

Members Owens/Buchanan moved the County Board approve a Request for Approval of a First Amendment to Settlement Agreement with State Farm. - Administration. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



TRANSPORTATION COMMITTEE:
Member Soeldner, presented the following:

OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX 888-5111

115 E. Washington St., Room 401 P.O. Box 2400 Bloomington, IL 61702-2400

TO: Honorable Chairman and Members, Transportation Committee

FROM: Bill Wasson, County Administrator

DATE: May 10, 2016

RE: Resolution Certifying a Name to Take the Examination for County Engineer

In accordance with Section 5-201 of the Illinois Vehicle Code, the County Board must certify to the Illinois Department of Transportation (IDOT) such person(s) who reside in Illinois and currently hold a valid certificate of registration as an engineer and who are a candidate for the position and who meets the qualifications herein.

The Transportation Committee, at a standup meeting on May 17, 2016, will consider the recommendation that the County Board submit the name of Mr. Jerry Stokes, Acting County Engineer, to the Illinois Department of Transportation as a candidate to take the examination for County Engineer of McLean County.

In further accordance with Section 5-201 of the Illinois Vehicle Code, upon successful completion of the IDOT examination, Mr. Stokes shall be eligible to be recommended by the Transportation Committee to the County Board for appointment as permanent County Engineer.



**Illinois Department
of Transportation**

**Resolution Certifying Names to Take the
Examination for County Engineer**

WHEREAS, a vacancy exists on February 7, 2016 in the office of County Engineer in McLean County, and

WHEREAS, in accordance with 605 ILCS 5/5-201, the County Board must submit to the Department a list of not more than five persons, residents of the State, who hold a currently valid certificate of registration as a registered professional engineer in Illinois, who are candidates for the office, and who meet the qualifications provided therein:

THEREFORE, BE IT RESOLVED, that the County Board of McLean County does hereby submit the following name as candidate to take the examination for County Engineer of said county:

Jerry W. Stokes, 3603 Armstrong Drive, Bloomington, IL 61704

(Name and Address)

Registered Professional Engineer Certificate No. 062-057636

and

BE IT FURTHER RESOLVED, the Clerk is hereby directed to transmit two (2) certified originals of this resolution to the Department of Transportation, Division of Highways, through its Regional Engineer's office at Paris, Illinois.

STATE OF ILLINOIS)
) SS
COUNTY OF McLean)

I, Kathy Michael, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the McLean County Board at its Regular meeting held at Bloomington, IL, on May 17, 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington in said County this 17th day of May, 2016

(SEAL)

Kathy Michael
County Clerk

Members Soeldner/Rankin moved the County Board approve a Request for Approval of a Resolution Certifying Names to Take the Examination for County Engineer - Administration. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



PROPERTY COMMITTEE:
Member Segobiano, presented the following:

DEPARTMENT OF PARKS AND RECREATION
(309)434-6770 FAX (309)726-2025
130001 Recreation Area Dr. Hudson. IL 61748

DATE: April 28, 2016
TO: Honorable Chairman and Members, Property Committee
FROM: Michael J. Steffa, Director of Parks & Recreation
RE: Request Emergency Appropriation for the Historic Route 66 Bike Trail

McLean County, through a November 1999 Intergovernmental Agreement with the Town of Normal, City of Bloomington, City of Chenoa, City of Lexington, Village of Towanda, and the Village of McLean has continued to develop the Historic Route 66 Bike Trail. During 2016 work will continue on three sections of the Historic Route 66 Bike Trail including: Section 2 between Towanda Avenue in the Town of Normal and County Highway 29 in the Village of Towanda, Section 3 from County Highway 29 in the Village of Towanda to 2.55 miles north, and Section 4 from near Shirley to 1.1 miles south. The Parks and Recreation Department budgeted for the project from 2011 through 2016 and on several occasions has encumbered the funds for this project from one fiscal year to the next fiscal year. These funds were not encumbered from FY2015 to FY2016, but the funds are needed for McLean County's commitment to the three projects during FY2016. The Parks Department requests an emergency appropriation of funds for McLean County's share of the projects that were not encumbered for the work this year.

An **EMERGENCY APPROPRIATION** Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget Ordinance
Parks & Recreation General Fund 0001, Department 0040

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016 including the operating budget for the Parks & Recreation Department 0040; and,

WHEREAS, it is necessary to provide sufficient funds to meet necessary expenses for the Parks & Recreation Department; and

WHEREAS, there are sufficient funds available in the County General Fund 0001 that may be drawn upon to meet this necessary expense; and

WHEREAS, the funds have been budgeted for the continued development of the Historic Route 66 Bike Trail from 2011 through 2016; and

WHEREAS, there are three Historic Route 66 Bike Trail projects that will be in progress during 2016 and previously encumbered funds were not re-encumbered to cover the expenses that are expected in 2016; and

WHEREAS, the County Administrator has recommended transferring funds from the County General Fund 0001 to the Parks & Recreation line item 0850.0001 in the Fiscal Year 2016 Adopted Budget; and,

WHEREAS, the Property Committee, on Thursday, May 5, 2016, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2016 by transferring \$20,000.00, from the County General Fund 0001 to the Unappropriated Fund Balance and to the Parks & Recreation Department line item 0001-0040-0042-0850.0001 for the Fiscal Year 2016 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the following amount

	<u>CURRENT BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0001-0001-0400.0000 Unappropriated Fund Balance	\$1,223,861.00	\$20,000.00	\$1,243.681.000

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Parks & Recreation Department 0040 the following appropriation

	<u>ADOPTED BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0040-0042-0850.0001 Capitalized Assets	\$95,000.00	\$20,000.00	\$115,000.00

(2)

2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Parks & Recreation, and County Administrator.

ADOPTED by the County Board of McLean County this 17th day of May, 2016.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the
County Board of McLean County, Illinois



John D. McIntyre, Chairman
McLean County Board

Members Segobiano/Buchanan moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance for Parks & Recreation General Fund 0001, Department 0040. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



PROPERTY COMMITTEE:
Member Segobiano, presented the following:

May 2, 2016

Memo

To: The Honorable Members of the Property Committee
From: Hannah Eisner, Assistant County Administrator

Re: Capital Improvement Agreement

The County entered into a Restated and Amended Lease with the Public Building Commission (PBC) in July of 2016. This lease combined two existing leases; one for the Government Center and the other for the Law and Justice Center, and added all remaining County facilities to a single lease. The PBC is obligated to perform the operation and maintenance for the buildings, as was the case under all previous leases. However, the PBC historically contracted with the County to perform these functions and remitted the portion of the rent paid for operation and maintenance back to the County as payment for this service. Thus, for all intents and purposes the County functions as the "owner" of these properties although the PBC holds title.

The roofs on the Government Center and the Juvenile Detention Center have reached the end of their useful lives and must be replaced. The estimated cost is \$300,000 per roof for a total of \$600,000. The annual payments the PBC makes to the County under the contract for operation and maintenance does not include monies for making capital improvements. However the PBC has sufficient funds on hand to advance the cost of making repairs to the County.

You have a Capital Improvement Agreement before you for your consideration. The Agreement provides that the PBC to tender \$600,000 to the County for the purpose of making the necessary roof repairs and for the County to repay \$450,000 of this sum over a ten year period at no interest. The City of Bloomington is a party to the agreement and is required to repay \$150,000 for half of the cost of the roof for the Government Center.

The County and PBC have used this approach to finance major improvements to other County facilities namely replacing the drivit on the 200 West Front Street Building and the copper dome on the Old Courthouse, with great success.

CAPITAL IMPROVEMENT AGREEMENT

This Capital Improvement Agreement (hereinafter referred to as the "Agreement") is entered into on the ____ day of _____, 2016, by and between the Public Building Commission of McLean County, McLean County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "PBC"), the County of McLean, Illinois, an Illinois municipal corporation (hereinafter referred to as the "County"), and the City of Bloomington, Illinois, an Illinois municipal corporation (hereinafter referred to as the "City").

WHEREAS, the PBC is the owner, legal title holder, and lessor of the following property, to wit:

TRACT NO. 1

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence

South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

TRACT NO. 2

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.
EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8 feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course, thence North 27.8 feet along a line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

TRACT NO. 5

Lot 11, Except the East 90 feet thereof;
Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.

TRACT NO. 6

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

P.I.N.: 21-04-339-037

commonly known as the Government Center, 115 East Washington Street, Bloomington, McLean County, Illinois 61701 (hereinafter referred to as the "Government Center"); and

WHEREAS, the PBC is the owner, legal title holder, and lessor of the following property, to wit:

Lot 7 in Normal Town Survey of 1898, being a part of Assessors Subdivision of the South ½ of Section 21, Township 24 North, Range 2 East of the Third Principal Meridian, except that portion deeded to the State of Illinois in Book 638, Page 343, in McLean County, Illinois.

P.I.N.: 14-21-301-001

commonly known as the Fairview Campus Site, on which site is located the McLean County Juvenile Detention Center, 903 North Main Street, Normal, Illinois 61761 (hereinafter referred to as the "Juvenile Detention Center"); and

WHEREAS, the County and the City are lessees of the PBC with regard to the Government Center pursuant to the Amended and Restated Lease Agreement entered into on or about July 30, 2015; and

WHEREAS, the County is a lessee of the PBC with regard to the Juvenile Detention Center pursuant to the Amended and Restated Lease Agreement entered into on or about July 30,

2015; and

WHEREAS, title to the Government Center will pass to the County and the City in equal shares upon the expiration of the aforementioned Amended and Restated Lease Agreement and title to the Juvenile Detention Center will pass to the County upon the expiration of the aforementioned Amended and Restated Lease Agreement; and

WHEREAS, the County has undertaken the performance of operation and maintenance functions with respect to, inter alia, the Government Center and the Juvenile Detention Center pursuant to a Contract for Operation and Maintenance entered into by and between the PBC and the County on or about the ____ day of _____, 2016; and

WHEREAS, the County has identified a need to replace the roofs on both the Government Center and Juvenile Detention Center at an estimated total cost of six hundred thousand dollars and 00/100 (\$600,000.00); and

WHEREAS, the PBC has agreed to finance the replacement of the roofs on both the Government Center and Juvenile Detention Center in the amount of six hundred thousand dollars and 00/100 (\$600,000.00).

NOW THEREFORE, in consideration of the provisions and covenants herein made by each of the parties hereto and for other good and valuable consideration, it is covenanted and agreed by such parties hereto as follows:

1. The PBC shall tender the sum of six hundred thousand dollars and 00/100 (\$600,000.00) to the County upon the complete execution of this Agreement by all of the parties, which sum shall be exclusively allocated by the County towards the cost of the replacement of the roofs of the Government Center and the Juvenile Detention Center, respectively.
2. The County shall bear the sole responsibility for bidding and/or negotiating a

contract with a contractor for the replacement of the roofs on the Government Center and the Juvenile Detention Center, respectively, and shall further bear the sole responsibility for the supervision of said roof replacement work. The County shall nonetheless require the contractor to include the PBC as an additional insured on any and all County-required insurance policies and for the contractor to indemnify the PBC and its officers, members, agents, and employees for any and all negligent acts of the contractor and/or the contractor's sub-contractors, employees, agents, or assigns in performance of the roof replacement work described herein.

3. The County and the City agree to repay the foregoing sum identified in Paragraph One (1), above, to the PBC in ten (10) annual installments, as follows: forty-five thousand dollars and 00/100 (\$45,000.00) to be paid by the County and fifteen thousand dollars and 00/100 (\$15,000) to be paid by the City on or before November 1st of each year beginning in 2017 through and including 2026. The County and the City shall tender the foregoing payments as part of their annual rental payments made to the PBC pursuant to the Amended and Restated Lease Agreement entered into by the PBC, the County, and the City on or about July 30, 2015.

4. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns, as their interests may appear.

5. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be

affixed hereto and this Capital Improvement Agreement to be signed by its Chairman and attested by its Secretary, the County of McLean, Illinois by authority of its County Board, has caused its corporate seal to be affixed hereto and this Capital Improvement Agreement to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, and the City of Bloomington, Illinois by authority of its City Council, has caused its corporate seal to be affixed hereto and this Capital Improvement Agreement to be signed by its Mayor and to be attested by the Clerk of the City on the dates of the respective acknowledgments attached hereto.

PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY,
MCLEAN COUNTY, ILLINOIS

ATTEST:



Secretary, Board of Commissioners

By: 

Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

County Clerk

By: _____
Chairman, County Board

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, McLEAN
COUNTY, ILLINOIS

ATTEST:

City Clerk

(AFFIX CORPORATE SEAL)

By: _____
Mayor

STATE OF ILLINOIS)

) SS

COUNTY OF MCLEAN)

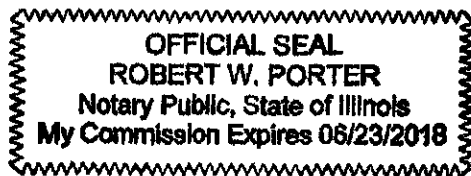
I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas W. Novosad and John L. Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of April, 2016.



Illinois Notary Public

(NOTARIAL SEAL)



STATE OF ILLINOIS)

) SS

COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2016.

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Cherry Lawson, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2016.

Illinois Notary Public

(NOTARIAL SEAL)

Members Segobiano/Cavallini moved the County Board approve a Request for Approval of a Capital Improvement Agreement by and between the Public Building Commission, McLean County and the City of Bloomington. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



PROPERTY COMMITTEE:
Member Segobiano, presented the following:

May 2, 2016

Memo

To: The Honorable Members of the Property Committee

From: Hannah Eisner, Assistant County Administrator

Re: Contract for Operation and Maintenance

The County approved a Restated and Amended Lease with the Public Building Commission (PBC) in July of 2016. This lease combined two existing leases; one for the Government Center and the other for the Law and Justice Center, and added all remaining County facilities to a single lease. The PBC is obligated to perform the operation and maintenance under the terms of the lease, as was the case under all previous leases. In the past, the PBC contracted with the County to perform these functions and remitted the portion of the rent paid for operation and maintenance back to the County as payment for this service. The County and the PBC entered into a separate contract for Operation and Maintenance to establish their respective obligations in this regard. The County and the PBC wish to continue this arrangement under the Restated and Amended Lease. The PBC approved a new Contract for Operation and Maintenance at a special meeting held in April. You have that agreement before you for consideration this evening.

CONTRACT FOR OPERATION AND MAINTENANCE

THIS AGREEMENT is dated this 17th day of May, 2016, by and between the Public Building Commission of McLean County, McLean County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Commission") and the County of McLean, Illinois, an Illinois municipal corporation (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Commission is the owner, legal title holder, and lessor of the premises legally described on Exhibits A, B, C, D, E, F, and G attached hereto and incorporated herein (hereinafter referred to as the "Leased Premises"), and has entered into an Amended and Restated Lease Agreement (hereinafter referred to as the "Lease") of the Leased Premises with the County and the City of Bloomington, Illinois, an Illinois municipal corporation (hereinafter referred to as the "City"), which Lease is dated July 30, 2015; and

WHEREAS, pursuant to the provisions of the Lease, the Commission is obligated to perform the maintenance, operation, upkeep, and safekeeping functions for the Leased Premises for the year beginning July 30, 2015 and ending December 31, 2034; and

WHEREAS, the Lease requires the County and the City to provide the Commission with annual rental payments, a portion of which rental payments are intended to cover the Commission's cost for the maintenance, operation, upkeep, and safekeeping functions of the Leased Premises with the exception of the Parking Garage Site more particularly described in Exhibit B; and

WHEREAS, the Commission and the County agree that the amount of each annual rental payment that the Commission receives from the County and the City, that is attributable to the cost of the maintenance, operation, upkeep, and safekeeping functions of the Leased Premises

shall be adjusted annually to reflect the actual cost of those functions as agreed to by the Commission and the County; and

WHEREAS, the County's rental payments to the Commission shall be reduced by the amount of the funds allocated to the maintenance, operation, upkeep, and safekeeping functions of certain of the Leased Premises, the operation of which are funded by an alternative revenue source as opposed to the County's levy; and

WHEREAS, the Commission now desires to contract with the County to employ the County to perform all such maintenance, operation, upkeep, and safekeeping functions that the Commission is obligated to perform pursuant to the Lease, with the exception of the Parking Garage Site more particularly described in Exhibit B; and

WHEREAS, any and all payments that the Commission is required to make pursuant to the terms of this Contract for Operation and Maintenance shall be exclusively derived from the rental payments that the Commission receives from the County and the City, as set forth in the Lease, as adjusted annually to reflect actual costs; and

WHEREAS, the Commission and the County agree that this Contract for Operation and Maintenance covers all of the premises described in the Exhibits, except the Parking Garage Site more particularly described in Exhibit B as the Commission and the County have a separate agreement with the City for the performance of the maintenance, operation, upkeep and safekeeping functions for said Parking Garage Site.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Any and all Contracts for Operation and Maintenance and/or Operation and Maintenance Agreements or Understandings that were in effect between the Commission and the County and/or the Commission, the County, and the City prior to July 30, 2015 shall remain in

full force and effect until December 31, 2015.

2. Per the terms of this contractual agreement, the County shall be solely responsible for the performance of maintenance, operation, upkeep, and safekeeping of the Leased Premises, except for the Parking Garage Site, more particularly described in Exhibit B, for the year beginning January 1, 2016 and ending December 31, 2034, including parking lots, utilities, driveways, sidewalks, roads, and landscaping, and shall undertake the cost of such maintenance, operation, upkeep, and safekeeping from the payments discussed in Paragraph 3, below. Operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, sewer, electricity, telephone service, heat, air conditioning, cooling, janitor, care taking and custodial services including outside ground maintenance, and repairs to the interior and/or exterior, whether structural or nonstructural.

3. The Commission agrees to pay to the County, for the County's performance of the operation, maintenance, upkeep, and safekeeping functions for the Leased Premises, excluding the Parking Garage Site, more particularly described in Exhibit B, an amount agreed to by the Commission and the County on an annual basis, which amount shall be reflected – along with the County's debt service obligation on any outstanding Public Building Revenue Bond Issues – in an annual amendment to the Lease. Said payments shall be solely derived from the rental payments set forth in the Lease as amended annually and the County shall have no additional right of reimbursement from the Commission therefor except as otherwise provided herein. Notwithstanding the foregoing provisions of this Paragraph, the Commission may, in its sole discretion, and to the extent permitted by the Bond Resolution, use any surplus funds to assist the County in performing these operation and maintenance functions.

4. The amount of rent attributable to operation and maintenance for the year 2016 is

stated in Attachment A to this Contract. The County and the Commission shall execute a new Attachment A each year during the term of the Lease to indicate the amount payable to the County from the adjusted rental for that year for its performance of the operation and maintenance functions for that year.

5. The Commission shall have access into, through and upon the Leased Premises, at any and all reasonable times, for the purpose of inspecting the Leased Premises, such inspection to be pursuant to reasonable notice and to be made at reasonable times so as to minimize any interference with the operation of County or City business in the use of the Leased Premises.

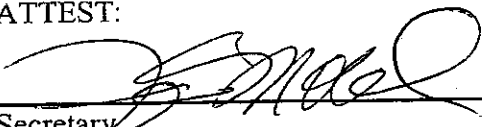
6. The County covenants and agrees that it will save the Commission and its officers, officials, agents, and employees harmless and indemnified at all times against any loss, cost, damage, or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the performance of the operation, maintenance, upkeep, and safekeeping functions for the Leased Premises, the use, misuse, or nonuse of the Leased Premises, or by reason of any act or thing done or not done on, in or about the Leased Premises, or in relation thereto, or attributable to the County's agents, servants or employees. In the event of a legal action, whether at law or in equity, filed in a court of law or administrative tribunal, the County's foregoing duty to save the Commission and its officers, officials, agents, and employees harmless and indemnified shall continue to fully apply as set forth above regardless of whether the County is a named party to the legal action. For purposes of this indemnification clause, the term "Leased Premises" shall exclude the Parking Garage Site, more particularly described in Exhibit B.

7. The Commission shall have no obligation to pay for any cleanup or removal from the Leased Premises of any hazardous materials and such cleanup or removal shall be the sole

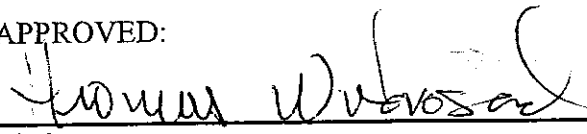
responsibility of the County, excluding the Parking Garage Site, more particularly described in Exhibit B, during any term of this Contract for Operation and Maintenance and the underlying Lease.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois by its Board of Commissioners has caused its corporate seal to be affixed hereto and this contract to be signed by its Chairman and attested by its Secretary and the County of McLean, Illinois by its County Board has caused the seal of the County to be affixed hereto and this contract to be signed by its Chairman and attested by the County Clerk.

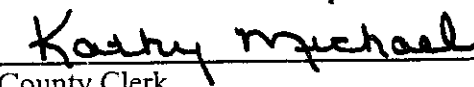
ATTEST:


Secretary
Public Building Commission of McLean
County, Illinois

APPROVED:


Chairman,
Public Building Commission of McLean
County, Illinois
Executed: April 5, 2016

ATTEST:


County Clerk,
Board of McLean County, Illinois

Approved:

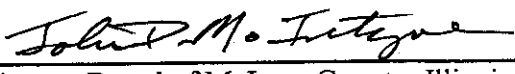

Chairman, Board of McLean County, Illinois
Executed: May 17, 2016

EXHIBIT A
DESCRIPTION OF THE OLD COUNTY COURTHOUSE SITE

Lots 37, 38, 39, 40, 41 and 42 in the Original Town, now City of Bloomington, McLean County, Illinois.

EXHIBIT B
DESCRIPTION OF THE GOVERNMENT CENTER AND PARKING GARAGE SITE

Government Center

TRACT NO. 1

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

TRACT NO. 2

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.

EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8 feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course; thence North 27.8 feet along a line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

TRACT NO. 5

Lot 11, Except the East 90 feet thereof;

Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.

TRACT NO. 6

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

21-04-339-036

and

Parking Garage Site

TRACT NO. 1

Lot 1 in Block 76 in Central Bloomington Subdivision to the City of Bloomington according to the Plat thereof recorded February 21, 1975 as Document No. 75-1408; and

TRACT NO. 2

All that part of vacated Grove Street lying immediately North of Tract 1 described above and South of property legally described as Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington; and

TRACT NO. 3

Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington, McLean County, Illinois.

EXHIBIT C
DESCRIPTION OF THE LAW AND JUSTICE CENTER SITE

TRACT NO. 1

Lots 102 and 103 in James Allin's Addition to the City of Bloomington, McLean County, Illinois according to plat recorded in Book 3, page 32 of Plats thereof, in McLean County, Illinois.

TRACT NO. 2

Lots 123 and 124 in James Allin's Third Addition to the City of Bloomington, McLean County, Illinois according to plat recorded in Book 3, page 46 of Plats, thereof, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Assessor's Subdivision of Lots 77, 78, 79 and 80 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

Lot 6 in McKisson's Subdivision of Lots 79 and 80 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 5

Lots 1, 2, 3, 4, and 5 in the Subdivision of Lot 79 in McKisson's Subdivision of Lots 79, 80 and 81 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 6

Lot 1 of the Subdivision of Lot 80 in McKisson's Subdivision of Lots 79, 80 and 81 in James Allin's Addition to the City of Bloomington, according to Plat recorded in Book 1 of Plats, page 83 in McLean County, Illinois.

TRACT NO. 7

All that part of vacated West Grove Street lying between the West side of Main Street and the East side of Center Street in the City of Bloomington, as vacated on July 10, 1972 by Ordinance 1972-47, recorded October 24, 1972 as Document No. 72-10794, in McLean County, Illinois.

TRACT NO. 8

All vacated alleys lying within an area described as follows: All alleys bounded between Front Street on the North, Center Street on the West, Olive Street on the South and Main Street on the East, in the City of Bloomington as vacated on October 23, 1972 by Ordinance 1972-83 recorded October 24, 1972 as Document No. 72-10793, in McLean County, Illinois.

EXHIBIT D
DESCRIPTION OF THE COUNTY BUILDING SITE

Tract No. 1

Units A, A-1, C and E in the Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois

Tract No. 2

Units D-1, D-2 and D-3 in The Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The Original Declaration of Condominium Ownership to The Hundman Office Building Condominium recorded August 17, 1978, as Document No. 78-12183; the First Amendment to Declaration of Condominium Ownership recorded February 6, 1979, as Document No. 79-1273; the Second Amendment to Declaration of Condominium Ownership of The Hundman Office Building Condominium made by Richard H. Hundman recorded December 28, 1979, as Document No. 79-16643, in McLean County, Illinois

Tract No. 3

Unit B in The Hundman Office Building Condominium in the City of Bloomington together with its undivided percentage interest in the ownership of the common elements. The Declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois.

EXHIBIT E
DESCRIPTION OF THE FAIRVIEW CAMPUS SITE

**Lot 7 in the Town Survey of the 1898 Assessors Subdivision of the South 1/2 of Section 21
Township 24 Range 2 east in the Town of Normal, McLean County Illinois**

EXHIBIT F
DESCRIPTION OF THE HIGHWAY DEPARTMENT SITE

A part of the Southwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian described as: Commencing at the Southwest Corner of said Section 5, thence North 1 degree 56 minutes 46 seconds West 1,880.47 feet along the West line of said Section 5, thence North 88 degrees 50 minutes 14 seconds East 45.91 feet to the Point of Beginning. From said Point of Beginning, thence South 74 degrees 04 minutes 29 seconds East 802.76 feet, thence North 1 degree 56 minutes 46 seconds West 236.1 feet, thence South 88 degrees 50 minutes 14 seconds West 764.09 feet to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.
Parcel No.: 22-05-300-004

A part of the Southwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian described as following: Beginning at a point 1880.47 feet North of the Southwest Corner of said Section 5, said point lying on the West line of the Southwest Quarter of said Section 5; thence North 1 degree 56 minutes 46 seconds West 350.00 feet along the West line of the Southwest Quarter of said Section 5; thence North 80 degrees 50 minutes 14 seconds East 810.00 feet to a point; thence South 1 degree 56 minutes 46 seconds East 350 feet to a point; thence South 88 degrees 50 minutes 14 seconds West 810.00 feet to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.
Parcel No.: 22-05-300-001

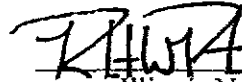
EXHIBIT G
DESCRIPTION OF THE ANIMAL CONTROL CENTER SITE

The North 300 feet of the West 338 feet of the Southeast Quarter of the Southeast Quarter of Section 29 Township 23 Range 2 East of the Third Principal Meridian in McLean County Illinois.

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

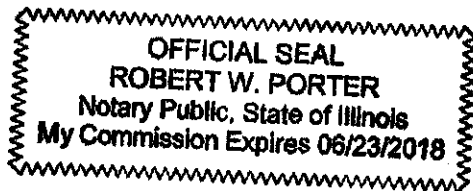
I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas W. Novosad and John L. Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of April, 2016.



Illinois Notary Public

(NOTARIAL SEAL)

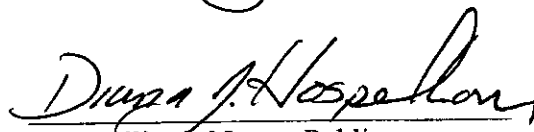


STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of May, 2016.




Illinois Notary Public

(NOTARIAL SEAL)

ATTACHMENT A TO CONTRACT FOR OPERATION AND MAINTENANCE BETWEEN THE
PUBLIC BUILDING COMMISSION AND THE COUNTY OF MCLEAN

Pursuant to paragraph 4 of the Contract for Operation and Maintenance between the PBC and the County of McLean, the parties agree that the portion of the rent payable by the County and the City under the Amended and Restated Lease shall be the following amount for the year in question:

Year	Total Rent Per Lease	Portion of Rent for Operation and Maintenance
2016	\$4,483,889 (as amended 1/19/2016)	\$2,573,558

Members Segobiano/Selzer moved the County Board approve a Request for Approval of a Contract for Operation and Maintenance between the Public Building Commission and McLean County. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

JASON CHAMBERS, McLean County State's Attorney



Law and Justice Center, Room 605
104 West Front Street, P O Box 2400
Bloomington, Illinois 61702-2400
Telephone: (309) 888 – 5400
FAX number: (309) 888 – 5429
E-mail: jason.chambers@mcleancountyil.gov

MEMORANDUM

To: Chairman Caisley and Members of the Justice Committee

From: Jason Chambers

Re: Renewal Agreement, IV-D Contract

Date: April 26, 2016

The Intergovernmental Agreement being presented today is a continuation of the current Agreement between the State's Attorney's Office and the Illinois Department of Healthcare and Family Services that expires on June 30, 2016. This Agreement provides that McLean County will operate their child support division to collect unpaid child support and IDHFS will compensate McLean County for the major portion of the cost of operating that division. Other counties with this program have seen a reduction in funding for the program from the State. The amount of this year's reimbursement to McLean County will remain at the same level as last year.

State of Illinois
Intergovernmental Agreement
between the
Illinois Department of Healthcare and Family Services
and the
McLean County State's Attorney
Agreement No. 2017-55-013-K

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the **Illinois Department of Healthcare and Family Services** (hereinafter referred to as Department), and **McLean County State's Attorney** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

WHEREAS, the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

WHEREAS, the Department seeks legal services; and

WHEREAS, the Contractor desires to provide these services under the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE 1 — DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1 "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term "IV-D matter" is defined and it includes all administrative and judicial proceedings involved in the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to judicial proceedings IV-D matters only unless otherwise specifically provided.
- 1.4 The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.2 and 1.3.
- 1.5 The term "TANF" is defined as Temporary Assistance to Needy Families.
- 1.6 The term "KIDS" is defined as the Department's child support enforcement computer system (Key Information Delivery System).
- 1.7 The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Services CFDA Number is 93.563.

ARTICLE 2 — TERM AND SCOPE

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2016 through June 30, 2017 unless the Agreement is otherwise terminated as set forth herein.

- 2.2 **Renewal.** This Agreement may be renewed by agreement of both parties for additional periods upon written notification of such intent. In no event shall the total of the initial term and any renewal terms of the Agreement exceed three (3) years.
- 2.3 **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 **Availability of Appropriations; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department, or sufficient Federal funds have not been made available to the Department by the Federal funding source, (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated or Federal funds may not be available for payment. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon Contractor's receipt of notice.
- 3.2 **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 **Termination For Cause.** In the event of Contractor's or the Department's failure to comply with a term of this Agreement, either party may provide written notice to the other of the breach. If such breach is not cured to the satisfaction of the non-breaching party within sixty (60) days after such written notice, or within such time as reasonably determined by either party and specified in the notice, the non-breaching party may proceed to termination by serving a written notice of termination upon the breaching party, which shall immediately terminate this Agreement.
- 3.4 **Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 **Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 **Other Termination Rights.** This Agreement may be terminated upon written notice by either party in the event of the following. The County, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services, which plan will address the cost for transition.
- 3.7.1 Failure of either party to maintain the representations, warranties and certifications set forth in this Agreement.
- 3.7.2 Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing

liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.

- 3.7.3 Material misrepresentation or falsification of any information provided by either party in the course of dealings between the parties.
- 3.7.4 Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES

- 4.1 **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting Contractor or Contractor's counsel.
- 4.2 **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below, or (v) electronic mail to the e-mail address set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, telephone, telefacsimile number, or e-mail address.

To Contractor: Jason Chambers
McLean County State's Attorney
104 W. Front Street, Room 605
Bloomington, Illinois 61702
Telephone: 309.888.5400
Fax: 309.888.5429
Email : Jason.chambers@mcleancountyil.com

To Department: Illinois Department of Healthcare and Family Services
Yvette Perez-Trevino, Agreement Manager
Division of Child Support Services
191 South Gary Avenue
Carol Stream, Illinois 60188
Telephone: 630.221.2331
Fax: 630.221.2335
Email: Yvette.Perez-Trevino@illinois.gov

ARTICLE 5 — RIGHTS AND RESPONSIBILITIES

5.1 Contractor's Performance of Services and Duties.

- 5.1.1 Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies and procedures including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided access of such policies, procedures and policy changes.

- 5.1.2 Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.
- 5.1.3 Contractor shall accept for handling all IV-D matters, as defined in **Section 5.3** of this Agreement and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
- 5.1.4 Contractor and the Department shall provide initial and ongoing training to newly assigned and existing Contractor staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties.
- 5.1.5 Contractor shall maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the Contractor's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) business days prior to their occurrence.
- 5.1.6 Contractor shall submit any reports required by the Department, the format and content of which shall be as specified by the Department after consultation with contractor, and any report required by the Federal Office of Child Support Enforcement.
- 5.1.7 Contractor shall report to the Department, within five (5) business days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- 5.1.8 Contractor and the attorneys it employs shall represent the Department exclusively when handling any case referrals made by the Department under this Agreement. Contractor and the attorneys it employs do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. If Contractor's Office determines that there is an ethical bar to handling a legal action referral (LAR), it shall appoint or ask the court to appoint a Special Assistant State's Attorney for the purpose of representing the Department on said referral. If the State's Attorney in his or her private practice, has previously represented one of the parties in the matter referred to the State's Attorney's Office, the State's Attorney's may forward the referral to the Attorney General's Office for the purpose of representing the Department on said referral.
- 5.1.9 Contractor understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving Title IV-D cases. The contractor shall work with the Department, and the Attorney General's Office to address and prepare cases for appeal where the decisions rendered by judiciary create disparity of treatment afforded to IV-D Client, inconsistent with State Law and State policies and procedures, Federal law and regulations, and case law.
- 5.1.10 Contractor shall prohibit attorneys employed by Contractor's Office in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for Contractor's Office, or the attorney personally, in connection with Contractor's representation of the Department under the terms of this Agreement.

5.2 Consultation and Performance Reviews.

- 5.2.1 Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- 5.2.2 Contractor will be monitored by the Division of Child Support Services. If the Department determines that the Contractor's attempt to comply with one or more provisions of this Agreement is unacceptable, Contractor will develop and submit to the Agreement Manager or the Agreement Manager's designee a written plan for corrective action by mutual agreement with the Department. A corrective action plan must detail the steps to be taken to bring provision(s) into compliance and an estimate as to when compliance will be achieved. Within thirty (30) calendar days after receipt of the Department's request for a

corrective action plan, Contractor shall provide a written plan to the Department. If a written corrective action plan is not received within the thirty (30) calendar day period, the Department may withhold funding. Contractor agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

- 5.2.3 The Department may conduct a post performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information, as set forth in **Section 7.4.2**.

5.3 Contractor's Duties. The Contractor shall:

- 5.3.1 Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the Contractor, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of McLean County, Illinois.
- 5.3.2 Cause or request summons, alias summons, and petitions, to be prepared and filed with the Circuit Clerk within thirty (30) calendar days after the Contractor's receipt of written notice of location of absent parent by the Department and enter all court dates into KIDS.
- 5.3.3 Record in KIDS the successful and unsuccessful attempts to serve process within five (5) business days of receiving results of attempts.
- 5.3.4 Within five (5) business days after determining the whereabouts of the absent parent is unknown change status of current address in KIDS to previous.
- 5.3.5 Within ninety (90) calendar days after receipt of referral by the Department for the establishment of a support order, either
- a. establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the Contractor, or
 - b. effect service of process necessary to commence proceedings to establish support and, if necessary, parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file).

Contractor will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. Contractor shall follow state presumptive guidelines on parentage cases. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

- 5.3.6 Complete actions to establish an order for support regardless of whether or not parentage has been established from the date of service of process within the following time frames:
- (1.) 75 percent in six (6) months;
 - (2.) 90 percent in twelve (12) months.
- 5.3.7 Seek medical insurance coverage for each minor child or each special needs child. Medical insurance coverage must be addressed in all support orders.
- 5.3.8 Seek entry of orders that provide for immediate income withholding.
- 5.3.9 Unless time limitations are caused by events outside the control of the Contractor, notify the Department at least thirty (30) calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
- 5.3.10 Ensure that orders are accurate and complete and submitted to the Clerk of the Circuit Court after the end of each court session.

- 5.3.11 Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home address and employer address. Record any informational additions or changes on the order or data sheet, for data entry into KIDS.
- 5.3.12 Record in KIDS within five (5) business days after a client fails to cooperate in court or fails to keep a scheduled appointment with a member of the Contractor's Office necessary to proceed with the case and subsequent cooperation with the Contractor in the above. Contractor will ensure all instances of client non cooperation and cooperation are addressed in the relevant court order.
- 5.3.13 Provide to the Department a copy of all orders, *including the Uniform Order of Support*, and related data sheets within five (5) business days after the legal action.
- 5.3.14 Provide to the Department information on a client that the Contractor suspects is receiving TANF illegally.
- 5.3.15 Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the Contractor equal to the amount of the reduction of the debt. If the Contractor relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the Contractor agree to entry of an order excluding use of an Offset Program.
- 5.3.16 Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.
- 5.3.17 Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Contractor shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:
- | | | |
|---|---|--|
| Illinois Department of Healthcare
and Family Services
Mollie Zito
Office of General Counsel
401 S. Clinton Street, 6 th Fl.
Chicago, Illinois 60607 | Illinois Department of Healthcare
and Family Services
Division of Child Support Services
Yvette Perez-Trevino
Judicial Legal Liaison
191 South Gary Avenue
Carol Stream, Illinois 60188 | Office of the Illinois Attorney General
Public Aid Bureau
500 S. 2nd Street
Springfield, Illinois 62706 |
|---|---|--|
- 5.3.18 Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.
- 5.3.19 When requested to do so by the Department, file appropriate post hearing motions in the trial court in connection with adverse case decisions.
- 5.3.20 Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports as stipulated in the training in the manual provided by the Department for KIDS data entry.
- 5.3.21 Keep the Department informed of Contractor staff assignments as they relate to this Agreement by notifying the Contract Manager.
- 5.3.22 Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
- 5.3.23 Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an

NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case

5.3.24 Seek an order for Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.

5.3.25 Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the State Disbursement Unit.

5.3.26 Federal Tax Information. In performance of this agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

5.3.26.1 All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

5.3.26.2 Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

5.3.26.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing, and will be disposed of in a manner that renders the information unreadable or unusable, such as shredding to 5/16-inch-wide or smaller strips. In addition, all related output and products will be given the same level of protection as required for the source material.

5.3.26.4 No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

5.3.26.5 The Contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.

5.3.26.6 The Department will have the right to void the contract if the Contractor fails to provide the safeguards described above.

5.4 Department's Duties. The Department shall:

5.4.1 Refer or cause to be referred to Contractor IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of child support obligations.

5.4.2 Inform Contractor of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by Contractor within five (5) business days after receiving said changes and amendments.

5.4.3 Provide assistance to Contractor in the preparation of pleadings, including a determination of arrearages owed, as reflected in Department, State Disbursement Unit and court payment records.

5.4.4 Review all cases referred to Contractor to insure that information is both pertinent and accurate and that documents are complete.

5.4.5 Make available to Contractor the services of its State Parent Locator Service.

5.4.6 Provide access to IV-D case records of the Department for use by Contractor in performing its duties under this Agreement.

5.4.7 Inform Contractor, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by Contractor.

- 5.4.8 Monitor on a monthly basis Contractor's performance of and compliance with the duties undertaken in this Agreement.
- 5.4.9 Provide training to Department or Contractor staff on specific issues of mutual concern.
- 5.4.10 Furnish, at the request of Contractor, available assistance, information and documents needed by Contractor in order to verify payments, amount of collections, or reduction of claims.
- 5.5 **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - 5.5.1 Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - 5.5.2 Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
 - 5.5.3 Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Article XI of the Illinois Public Aid Code and Title 89 Illinois Administrative Code.
 - 5.5.4 The Department's Child Support Enforcement Manual.
 - 5.5.5 Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
 - 5.5.6 Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

ARTICLE 6 — BILLING AND PAYMENT

- 6.1 **Amount of Payment.** The maximum amount of the Department's obligation under this Agreement is \$254,866. Contractor's budget (**Appendix A, Part 1**) and Personnel Services Detail (**Appendix A, Part 2**), as approved by the Department, are set forth in the Appendices and made a part hereof.
- 6.2 **Billing.** Contractor shall submit reports to the Department of actual expenditures no later than the 15th day of the month following the month of service. Reports shall detail services performed by date and individual performing the services. Invoices shall meet the following requirements:
 - 6.2.1 All funds under the terms of this Agreement are to be used for the express purpose of IV-D matters.
 - 6.2.2 All record keeping shall be in accordance with sound accounting standards.
 - 6.2.3 Contractor shall sign and submit to the Department reports of actual IV-D related expenditures fifteen (15) calendar days following the month of such expenditures. Any transfers of funds between budget line items will be specified. The Department will authorize payment to Contractor within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation. Reports shall be mailed to:

Illinois Department of Healthcare and Family Services
Division of Finance
Expenditure Processing and Reconciliation Unit
509 S. 6th Street, 5th Floor
Springfield, Illinois 62701
 - 6.2.4 Contractor agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Contractor staff filling positions indicated in **Appendix A** and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Article 6**, only those expenses or portions thereof stated in **Appendix A** are reimbursable. For non-personnel items, Contractor agrees to

provide proofs of payments, in the form of canceled checks, contractor invoices (stating paid in full) or any other proof that payment has been made. Contractor agrees to provide time sheets for any temporary employees or contractual employees hired by Contractor to fulfill the duties of this Agreement.

- 6.3. Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses. Reimbursement is subject to the following:
- 6.3.1** The Department shall not be liable to pay Contractor for any supplies provided or services performed or expenses incurred prior to the term of this Agreement.
 - 6.3.2** Reimbursement will be made in the amount expended to date of expenditure report.
 - 6.3.3** All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.
 - 6.3.4** The parties will make final determination of the necessary expenditures Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by Contractor. The Department will reimburse Contractor for any underpayment of such finally determined expenditures and Contractor shall reimburse the Department for any overpayment.
 - 6.3.5** Reimbursements made by the Department pursuant to this article shall constitute full payment owed to Contractor by the Department or the IV-D client under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
 - 6.3.6** Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.
 - 6.3.7** All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.
 - 6.3.8** If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.
 - 6.3.9** Prior written approval from the Department's Agreement Manager must be secured by Contractor in order to receive reimbursement for the following:
 - a.** The cost of new or additional leases or rental agreements for either real or personal property;
 - b.** The cost of any non-expendable personal property exceeding \$100.00 in unit cost and having a life expectancy of more than one year. After receiving said request, the Department shall provide a written response within ten (10) business days for electronic data processing (EDP) equipment requests and three (3) business days for non EDP equipment requests. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.

- 6.3.10** Contractor shall be responsible for obtaining hardware, software and office equipment maintenance agreements, excluding software purchased by the Department and for purchasing supplies (i.e., paper, toner, ink cartridges, cleaning kits) for all equipment under this or any Agreement between the parties. All purchases made in regards to this **Article 6.3.10** are reimbursable up to the limit of the entire budget amount found in **Appendix A** of this Agreement.
- 6.3.11** Each local Contractor's Office will be connected to the HFS KIDS system via a Department-provided Child Support data circuit installed to the County facility. Contractor will work with the Department's technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by the Department and the State of Illinois that allow more cost effective connectivity solutions, Contractor will work with the Department's technical staff to allow these solutions to be used for Department-provided connections at Contractor's Office.
- 6.4 Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.
- 6.5. Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.
- 6.6. Travel.** Payment for travel expenses will be made by the Department in accordance with the Department's Employee Travel Regulations.
- 6.7 State Fiscal Year.**
- 6.7.1** Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 5th of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5th may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
- 6.7.2** All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.
- 6.7.3** It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

ARTICLE 7 — GENERAL TERMS

- 7.1 Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.

7.3 Assignment and Subcontracting. After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:

7.3.1 The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.

7.3.2 Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.

7.3.3 Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.

7.4 Audits and Records.

7.4.1 Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

7.4.2 Retention of Records. Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

7.4.3 Federal Audits of States, Local Government and Non-Profit Organizations. Contractors that expend \$750,000 or more in federal funds during Contractors' fiscal year are required to meet the provisions of PART 75—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS (45 CFR part 75). Audits conducted for the purpose of satisfying the single audit requirements of 45 CFR part 75.514 must be completed by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. The Contractor shall submit the audit within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period. Failure to meet the requirements contained in this section shall result in the suspension of funding and/or sanctions as prescribed in "Remedies for Noncompliance" (45 CFR part 75.371). The auditor's report is to be sent to:

Illinois Department of Healthcare and Family Services
Division of Finance
A-133 Unit
2200 Churchill Road
Springfield, Illinois 62702

The Department may, at its option, provide notice to Contractor that it will be required to submit single audit report and any related materials. Such notice does not relieve Contractor from its responsibilities to determine the need to obtain an audit required by 45 CFR part 75.514. Contractors are required to comply with the Department's instructions for completing the single audit report and any related materials.

- 7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately. The Department reserves the right to perform, cause to be performed, or be given access to previously performed background checks of Contractor's officers, employees, or agents who have access to FTI and/or access to KIDS as required and in accordance with IRS Publication 1075 (and any updates thereto).
- 7.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.
- 7.7 Confidentiality.**
- 7.7.1 Proprietary Information.** Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.
- 7.7.2 Confidentiality of Program Recipient Identification.** Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance shall be protected from unauthorized access, use, and disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 42 USC 654(26); 45 CFR 303.21; 305 ILCS 5/11-9, 11-10, and 11-12; and 42 CFR Part 431, Subpart F. Contractor shall establish appropriate safeguards to comply with the provisions of these rules and regulations.
- 7.8 Disputes Between Contractor and Other Parties.** Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

- 7.9 Fraud and Abuse.** Contractor shall report in writing to the Agency's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Contractor staff, Contractor Subcontractor, Agency employee or Agency contractor. Contractor shall make this report within three days after first suspecting fraud, abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, Contractor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Contractor must report to OIG as described in the first sentence above. Contractor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Contractor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes Contractor or its Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.
- 7.10 Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.
- 7.11 Indemnification.**
- 7.11.1** Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- 7.11.2** Neither party shall be liable for incidental, special or consequential damages.
- 7.11.3** Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.
- 7.12 Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.
- 7.13 Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- 7.14 Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and

State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

7.15 Non-solicitation of Employees. Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this agreement.

7.16 Purchase of Equipment.

7.16.1 In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660, and other State and Federal laws and regulations, Contractor shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by Contractor to perform its duties under this Agreement.

7.16.2 Contractor shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Separate inventory lists shall be kept for EDP equipment and for other equipment, and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. Contractor must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's Agreement Manager. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

Contractor shall submit this report no later than December 31st to:
Illinois Department of Healthcare and Family Services
Division of Child Support Services
Attn: Yvette Perez-Trevino, Agreement Manager
191 South Gary Avenue
Carol Stream, Illinois 60188

7.17 Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

7.17.1 Provisions apply to successive events and transactions;

7.17.2 "Or" is not exclusive;

7.17.3 References to statutes and rules include subsequent amendments and successors thereto;

7.17.4 The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;

7.17.5 If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;

7.17.6 "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

- 7.17.7 Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- 7.17.8 Words in the plural which should be singular by context shall be so read, and vice versa.
- 7.17.9 References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering the Child Support Enforcement Program under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).
- 7.18 **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 7.19 **Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.
- 7.20 **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

ARTICLE 8 - CERTIFICATIONS.

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

8.1 General Warranties of Contractor.

- 8.1.1 The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.
- 8.1.2 The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.
- 8.1.3 For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.
- 8.1.4 Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.
- 8.2 **Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*
- 8.3 **Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:
- 8.3.1 Proof of payment of past due amounts in full;
- 8.3.2 Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or
- 8.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.
- 8.4 **Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the

Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

- 8.5 Debarment and Suspension.** Contractor shall review the list of sanctioned persons maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>). Contractor shall terminate its relations with any Ineligible Person immediately upon learning that such Person or Provider meets the definition of an Ineligible Person and notify the OIG of the termination.
- 8.6 Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed **Attachment A** and certifies, under penalties of perjury, that the information contained thereon is correct.
- 8.7 Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 8.7.1** Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and applicable rules in performance under this Contract.
 - 8.7.2** Contractor will provide a drug free workplace, pursuant to the Drug Free Workplace Act (30 ILCS 580).
 - 8.7.3** Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
 - 8.7.4** Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
 - 8.7.5** Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
 - 8.7.6** Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/1 *et seq.*).
 - 8.7.7** Contractor complies with the State Prohibition of Goods from Child Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584/1 *et seq.*).
 - 8.7.8** Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated."
 - 8.7.9** In accordance with 30 ILCS 587/1 *et seq.*, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa.
 - 8.7.10** If required, Contractor has disclosed on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Agreement. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40 or those which may conflict in any manner with Contractor's obligation under this Agreement. Contractor shall not employ any person with a conflict to perform under this Agreement. If any elected or appointed State officer or

employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Agreement, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.

- 8.8 Licenses and Certificates.** Contractor and Contractor's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a subcontractor; provided however, Contractor's use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.
- 8.9 New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 8.10 Nonsolicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.
- 8.11 Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

**THE STATE OF ILLINOIS
DEPARTMENT OF HEALTHCARE
AND FAMILY SERVICES**

McLEAN COUNTY, ILLINOIS

By: _____
Felicia F. Norwood
Director

By: _____
Jason Chambers
State's Attorney

Date: _____

Date: _____

APPROVED:

By: _____
Lisa Madigan
Illinois Attorney General

By: _____
John McIntyre
Chairman, McLean County Board

Date: _____

Date: _____

APPENDIX A Part 1 of 2
MCLEAN COUNTY STATE'S ATTORNEY BUDGET
JULY 1, 2016 THROUGH JUNE 30, 2017
Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY17 Budget
Personnel Services	
Salaries	\$246,166
<i>(See list of positions-Part 2 of 2)</i>	
SUBTOTAL	\$246,166
 Non Personnel Services	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$620
Computer Equipment	\$0
Computer Equipment Maintenance	\$0
Computer Software	\$0
Computer Software Maintenance	\$0
Copying	\$230
Court Related	\$0
Dues & Licenses	\$125
Education, Conference Fees	\$1,000
Misc. Administrative Expenses	\$0
Office Equipment	\$540
Office Equipment Maintenance	\$250
Office Supplies	\$1,000
Postage	\$2,800
Printing	\$0
Rent	\$0
Service of Process Fees	\$0
Subcontracts, Special ASA, Investigators	\$0
Telephone Service	\$2,000
Travel	\$135
Utilities	\$0
SUBTOTAL	\$8,700
TOTAL	\$254,866

APPENDIX A *Part 2 of 2*
AUTHORIZED POSITIONS – SFY17
MCLEAN COUNTY STATE’S ATTORNEY

POSITION TITLES	IV-D%	Number of Positions
Full Time Positions:		
Assistant State’s Attorney	100%	2
Office Administrator	100%	1
Secretary	100%	1

Attachment A

Taxpayer Identification Certification

- A. Contractor certifies that:
1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); **and**
 2. Contractor is not subject to backup withholding because:
 - (a) Contractor is exempt from backup withholding, or
 - (b) Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding, **and**
 3. Contractor is a U.S. person (including a U.S. resident alien).

B. Contractor's Name: **McLean County State's Attorney**

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN):

or

Employer Identification Number (EIN): **37-6001569**

(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

D. Contractor's Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical or health care services	<input type="checkbox"/> Pharmacy/Funeral
<input type="checkbox"/> Corporation NOT providing or billing medical or health care services	<input type="checkbox"/> Home/Cemetery (Corp)
	<input type="checkbox"/> Other:

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF MCLEAN COUNTY STATE'S ATTORNEY.

Signature of Authorized Representative

Jason Chambers

McLean County State's Attorney

Date

Members Caisley/Wollrab moved the County Board approve a Request for Approval of a Renewal and Amendment to Intergovernmental Agreement 2017-55-013-k between McLean County and the Illinois Department of Healthcare and Family Services - State's Attorney. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

LAW & JUSTICE CENTER
104 West Front Street, Room 404
P.O. Box 2420
Bloomington, IL 61702-2420



DON R. EVERHART, JR.
CLERK OF THE CIRCUIT COURT
COUNTY OF McLEAN
(309) 888-5301

DIVISION OFFICES
Criminal: Room 303
309-888-5320
Divorce/Family: Room 404
309-888-5305
Civil: Room 404
309-888-5340
Small Claims: Room 404
309-888-5330
Traffic: Room 303
309-888-5310

TO: The Honorable Chairman and Members of the Justice Committee
Mr. Bill Wasson, County Administrator

FROM: Don R. Everhart, Jr., Circuit Clerk *DR*

CC: Mr. Don Knapp, First Civil Assistant States Attorney

DATE: April 11, 2016

RE: IDHFS IV-D Grant / Intergovernmental Agreement 2015-55-007-KK

Attached for your review and consideration is an agreement to renew and amend Intergovernmental Agreement 2015-55-007-KK between the Illinois Department of Healthcare and Family Services and the McLean County Circuit Clerk. The agreement would renew the grant for the period of July 1, 2016, through June 30, 2017.

As Circuit Clerk, I recommend and request approval of this renewal agreement.

STATE OF ILLINOIS

RENEWAL and AMENDMENT OF INTERGOVERNMENTAL AGREEMENT

between

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

and

MCLEAN COUNTY CIRCUIT CLERK

Agreement 2015-55-007-KK

WHEREAS, the parties to Intergovernmental Agreement 2015-55-007, acting by and through the Illinois Department of Healthcare And Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the McLean County Circuit Clerk's Office ("Contractor") located at 104 West Front Street, Room 404 Bloomington, Illinois 61702, desire to renew and amend this Agreement, and

WHEREAS, pursuant to **Article 2.2 (Renewal)**, the Agreement may be renewed for additional periods; and

WHEREAS, pursuant to **Article 7.1 (Amendments)**, the Agreement may be amended or modified by the mutual consent of the parties at any time during its term;

NOW THEREFORE, the Intergovernmental Agreement is renewed for the period July 1, 2016 through June 30, 2017 and is amended by replacing **Appendix A** with the attached **Second Amended Appendix A**.

All other terms and conditions shall remain in effect.

In Witness Whereof, the parties have hereunto caused this Renewal and Amendment to be executed by their duly authorized representatives.

THE STATE OF ILLINOIS
DEPARTMENT OF HEALTHCARE
AND FAMILY SERVICES

MCLEAN COUNTY, ILLINOIS

By: _____
Felicia F. Norwood, Director

By: _____
Don Everhart, Circuit Clerk

Date: _____

Date: _____

APPROVED:

By: _____
John McIntyre
Chairman, McLean County Board

Date: _____

**SECOND AMENDED APPENDIX A
MCLEAN COUNTY CIRCUIT CLERK'S BUDGET**

SOFTWARE MAINTENANCE COST

Software maintenance shall be defined as costs paid to the Clerk's software vendor or internal EDP Department, for the maintenance of the Clerk's Child Support Software System. Recurring costs associated with software maintenance activities as referenced in the Agreement shall be provided by HFS upon submission by the Circuit Clerk of actual expenditure reporting as required in Article 6 of this Agreement.

Total annual Software Maintenance costs reimbursable shall not exceed **\$1,160**.

ACCESS TO ELECTRONIC DOCKET SHEETS AND DATA WITHIN THE CLERK'S SYSTEM

Costs for access to electronic docket sheets and access to docketing and record keeping system, including archive and retrievable system where available are defined as one-time costs associated with development and implementation activities as approved by the Department and / or ongoing maintenance costs for access to electronic docket sheets/court system.

Total annual actual costs reimbursable for such access shall not exceed **\$2,000**.

IV-D CHILD SUPPORT ORDER & NOTICES OF PAYMENT PATH CHANGE (PPC) OR IV-D PARTICIPATION (PPC) NOTICES

The Circuit Clerk will be paid \$21.00 per Title IV-D child support order entered into the State's Child Support System (KIDS) based upon predefined criteria as provided by the Department and/or per each Payment Path Change Notice or IV-D Participation Notice to offset costs associated with providing child support records, Title IV-D customer Services, Title IV-D applications and scheduling Title IV-D dockets. Payment will be made quarterly based upon the Department's Quarterly Activity Reports.

Total annual IV-D child support orders Allowance is estimated at **\$18,102**.

ANNUAL CONTRACT AMOUNTS PAYABLE

Software Maintenance Costs (maximum amount)	\$1,160
Access to electronic docket sheets and Data in the Clerk's system (maximum amount)	\$2,000
IV-D Child Support Order & PPC Allowance (estimated amount)	\$18,102
Total	\$21,262

Attachment A

Taxpayer Identification Certification

- A. Contractor certifies that:
1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); and
 2. Contractor is not subject to backup withholding because:
 - (a) Contractor is exempt from backup withholding, or
 - (b) Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding, and
 3. Contractor is a U.S. person (including a U.S. resident alien).
- B. Contractor's Name: McLean County Circuit Clerk
- C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN): _____

or

Employer Identification Number (EIN): 37-6001569

(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

- D. Contractor's Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical or health care services	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp)
<input type="checkbox"/> Corporation NOT providing or billing medical or health care services	<input type="checkbox"/> Other:

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF MCLEAN COUNTY CIRCUIT CLERK.

Signature

Don Everhart

McLean County Circuit Clerk

Date

Members Caisley/Wollrab moved the County Board approve a Request for Approval of a Renewal and Amendment to Intergovernmental Agreement 2015-55-007-KK between McLean County and the Illinois Department of Healthcare and Family Services. - Circuit Clerk. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Caisley, presented the following:

An **EMERGENCY APPROPRIATION** Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget Ordinance
Sheriff's Department General Fund 0001, Department 0029

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016 including the operating budget for the Sheriff's Department 0029; and.

WHEREAS, it is necessary to provide sufficient funds to meet necessary expenses for the Sheriff's Department; and

WHEREAS, in December 2015, the McLean County Board approved a fiscal year 2015 budget amendment authorized the establishment of a K-9 unit to be equipped by grant of private funds and such funds have subsequently been provided to the County General Fund 0001 to be drawn upon to meet this necessary expense; and

WHEREAS, it has been determined that these expenditures should appropriately be charged to the 2016 Fiscal Year budget by the McLean County Board; and

WHEREAS, the County Administrator has recommended transferring funds from the County General Fund 0001 to the Sheriff's Department 0029 in the Fiscal Year 2016 Adopted Budget; and.

WHEREAS, the Justice Committee, on Tuesday, May 5, 2016, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2016 by transferring \$59,540.00, from the County General Fund 0001 Unappropriated Fund Balance and to the Sheriff's Department 0029 for the Fiscal Year 2016 Adopted Budget; now, therefore.

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the following amount

	<u>CURRENT BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0001-0001-0400.0000 Unappropriated Fund Balance	\$1,223,861.00	\$59,540.00	\$1,283,401.000

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Parks & Recreation Department 0040 the following appropriation

	<u>ADOPTED BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0029-0027-0621.0001 Capitalized Assets	\$15,315.00	\$ 1,000.00	\$16,315.00
0001-0029-0027-0850.0001 Capitalized Assets	\$0.00	\$58,540.00	\$58,540.00


(2)

2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Parks & Recreation, and County Administrator.

ADOPTED by the County Board of McLean County this 17th day of May, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the
County Board of McLean County, Illinois


John D. McIntyre, Chairman
McLean County Board

Members Caisley/Selzer moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance for the Sheriff's Department General Fund 0001, Department 0029 - Sheriff. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



Michelle L. Anderson

COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400

(309) 888-5148 • Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

MCLEAN COUNTY BOARD COMPOSITE

May 17, 2016

2016 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$199,834.82	\$199,834.82
Finance		\$593,432.58	\$593,432.58
Justice		\$576,792.22	\$576,792.22
Land Use		\$803.86	\$803.86
Property		\$200,194.40	\$200,194.40
Transportation		\$789,972.43	\$789,972.43
Health/Nursing Home		\$204,020.36	\$204,020.36
Health/Jail Med & JDC Med		\$59,425.15	\$59,425.15
Health/Board of Health		\$247,741.84	\$247,741.84
Health/Dev. Disability Board		\$55,216.04	\$55,216.04
Total	\$0.00	\$2,927,433.70	\$2,927,433.70

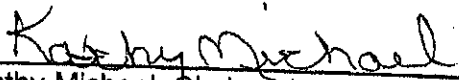
John McIntyre, Chairman
McLean County Board

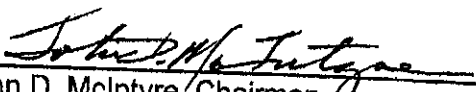
Meeting was adjourned at 10:10 am.

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Kathy Michael County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of May 2016, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 17th day of May, 2016.


Kathy Michael, Clerk of the County Board
of the County of McLean, Illinois


John D. McIntyre, Chairman
McLean County Board